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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 438.] [18 Augustus 1961.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.**CHEMIKALIEËNYWERHEID (WITWATERSRAND EN PRETORIA).**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hier van verskyn en op die Chemikalieënywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 2, 17, 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat kragtens Transportakte No. 18558/1947 die eiendom van African Explosives and Chemical Industries, Limited, is en 7-0866 morg groot is—kyk Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom van African Explosives and Chemical Industries, Limited, is en onderskeidelik 74 morg 568 vierkante roede en 8 morg 322 vierkante roede groot is—kyk onderskeidelik Kaarte S.G. Nos. A.4295/12 en A.2216/90), Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermenskennisgewing No. 2881 van 12 Desember 1952, Pretoria, en daardie gedeeltes van die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956; en

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 438.] [18 August 1961.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.**CHEMICAL MANUFACTURING INDUSTRY (WITWATERSRAND AND PRETORIA).**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, 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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the Agreement, excluding clauses 2, 17, 18 and 19 shall be binding from the second Monday after the date of publication of this notice, and for the period ending four years from the said second Monday 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 Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90, respectively) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956; and

(c) kragtens paragraaf (a) van subartikel (3) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in die Ooreenkoms, uitgesonderd klousules 2, 5 (7) (g), 17, 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat kragtens Transportakte No. 18558/1947 die eiendom van African Explosives and Chemical Industries, Limited, is en 7-0866 morg groot is—kyk Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom van African Explosives and Chemical Industries, Limited, is en onderskeidelik 74 morg 568 vierkante roede en 8 morg 322 vierkante roede groot is—kyk onderskeidelik Kaarte S.G. Nos. A.4295/12 en A.2216/90), Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen in die landdrosdistrik Springs geval het voor die publikasie van Goewermentskennisgewing No. 2881 van 12 Desember 1952, Pretoria en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen in die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheid-versoening, 1956, gesluit en aangegaan tussen die—

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Johannesburg [uitgesonderd Gedeelte 25 van gedeelte van die gedeelte van die plaas Klipspruit No. 8 wat behoort aan African Explosives and Chemical Industries, Bpk., kragtens Oordragakte No. 18558/1947 en 7-0866 morg groot is (sien Diagram S.G. No. A.39994/46)], en Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Bpk., en 74 morg 568 vierkante roede en 8 morg 322 vierkante roede groot is, sien onderskeidelik Diagramme S.G. Nos. A.4295/12 en A.2216/90) en Boksburg, Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen binne die landdrosdistrik Springs geval het voor die publikasie van Goewermentskennisgewing No. 2881 van 12 Desember 1952, Pretoria en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Chemikalieënywerheid is en deur alle werknemers wat lede is van die vakvereniging en in dié nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, dog uitgesonderd klerklike werknemers wie se loon met inbegrip van lewenskostoelae meer as R149.47 per maand is.

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90 respectively) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956, and from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, the provisions contained in the said Agreement excluding clauses 2, 5 (7) (g), 17, 18 and 19 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

AGREEMENT

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

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Johannesburg [excluding Portion 25 of portion of that portion of the farm Klipspruit No. 8 owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7-0866 morgen (*vide* Diagram S.G. No. A.39994/46)], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. No. A.4295/12 and A.2216/90 respectively) and Boksburg, Springs, those portions of the Magisterial District of Delmas, previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, Pretoria and those portions of the Magisterial District of Kempton Park, previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to publication of Government Notice No. 556 of the 29th March, 1956, by all employers who are members of the employers’ organisation and are engaged in the Chemical Manufacturing Industry and by all employees who are members of the trade union and who are employed in that Industry and for whom minimum wages are prescribed in this Agreement, but excluding clerical employees whose wages inclusive of cost of living allowance exceed R149.47 per month.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheids-voorsiening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar melding van 'n Wet gemaak word, word ook alle wysigings daarvan bedoel; woorde wat die manlike geslag aandui, omvat ook vrouens; voorts tensy dit onbestaanbaar is met die samehang beteken—

„assistent-voorman” ’n werknemer wat onder die algemene toesig van ’n voorman enigeen van die pligte van ’n voorman nakom en wat gedurende sy tydelike afwesigheid in sy plek kan waarneem, met dien verstande dat ’n werkgewer nie ’n assistent-voorman in diens mag neem tensy hy ’n voorman in diens het nie;

„ketelbediener” ’n werknemer wat onder toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in ’n ketel en wat die vuur in sodanige ketel kan stook, uittrek, hark of opbreek;

„baasjong of spanopsigter” ’n werknemer wat verantwoordelik is vir ’n span graad III-werknemers;

„los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

„onderbaas of ploegbaas” ’n werknemer wat verantwoordelik is vir die toesig oor die werk van graad I-, graad II- en graad III-werknemers, met dien verstande dat daar nie van hom vereis mag word om toesig te hou oor meer as 15 sodanige werknemers nie, afgesien daarvan of hulle almal aan dieselfde graad behoort en of hulle gesamentlik aan al drie klasse behoort;

„Chemikalieënywerheid” of „Nywerheid”, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van een of meer van onderstaande stowwe (afgesien van die groepe waarin hulle voorkom) in bedryfsinrigtings wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer is of geregistreer moet wees, nl.:—

Groep A.—Skryfink, kantoorgom.

Groep B.—Remvloei-stof, dubbin, emalje, lakvernis, verf, politoer, blousoel, wassoda, ammoniak, bensien, bytsoda, maar uitgesonderd die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van ammoniak en/of bensien en/of bytsoda deur die vervaardiger daarvan.

Groep C.—Kiemwerende middels, skoonheids-reukverdrywings, ontsmettings- en geurmiddels, insekdoders, medisyne, parfuum en reukwater, artsenykundige middels en toiletpreparate;

„chemieteknikus” ’n werknemer, uitgesonderd ’n apteker en drogis of ’n chemikus, wat chemiese werk doen en minstens ses jaar ondervinding het;

„chemieteknikus, ongekwalifiseer” ’n chemieteknikus met minder as ses jaar ondervinding;

„chemiese werksaamhede” die verrigting van chemiese werk, die ontwerp en aanpas van formules vir stowwe of die analitiese kontrole van die chemiese bewerking van grondstowwe, half-fabrikate of afgewerkte produkte;

„klas A-bedryfsinrigting” ’n bedryfsinrigting waarin een of meer van die stowwe wat in groep A van die omskrywing van „Chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;

„klas B-bedryfsinrigting” ’n bedryfsinrigting waarin een of meer van die stowwe wat in groep B van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;

„klas C-bedryfsinrigting” ’n bedryfsinrigting waarin een of meer van die stowwe wat in groep C van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word; met dien verstande dat ’n bedryfsinrigting waarin stowwe vervaardig word wat tot meer as een van bogenoemde klasse behoort, geag word tot die klas te behoort waarvoor die hoogste lone voorgeskryf word;

„klerklike werknemer” ’n werknemer wat skryf-, tik-, liasseer-, boekhou-, kosteberekenings- of rekenmeesterswerk of enige ander soort klerklike, sekretariële of rekenmeesterswerk doen, met inbegrip van ’n telefonis/te en ’n kassier;

„klerklike werknemer, vroulik, gekwalifiseer” ’n vroulike klerklike werknemer met minstens vier jaar klerklike ondervinding in enige nywerheid, bedryf of beroep;

„klerklike werknemer, vroulik, ongekwalifiseer” ’n vroulike klerklike werknemer met minder as vier jaar klerklike-ondervinding in enige nywerheid, bedryf of beroep;

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act and shall continue in force for a period of four years or for such period as may be determined by him.

3. DEFINITIONS.

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

„assistant foreman” means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his temporary absence, provided that no assistant foreman shall be employed by any employer unless he has in his employ a foreman;

„boiler attendant” means an employee who, under supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may stoke, draw, rake or slice the fire in such boiler;

„boss boy or ganger” means an employee who is in charge of a group of Grade III employees;

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

„chargehand or team supervisor” means an employee responsible for the supervisions of the work of Grade I, Grade II and Grade III employees, provided that he shall not be required to supervise more than 15 such employees irrespective of whether they are all of the same class or collectively of all three classes;

„Chemical Manufacturing Industry” or „Industry” means the industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of any one or more of the following commodities (irrespective of the groups in which they appear) in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, as amended, viz.—

Group A.—Writing ink, office paste.

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

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

„chemical technician” means an employee other than a chemist and druggist or a chemist who is engaged in chemical work and who has had not less than six years’ experience;

„chemical technician, unqualified,” means a chemical technician who has had less than six years’ experience;

„chemical work” means the performance of chemical manipulations, the devising or adjusting of the formulae of substances or the analytical control of the chemical processing of raw or semi-manufactured or finished products;

„class A establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group A of the definition of „Chemical Manufacturing Industry”;

„class B establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group B of the definition of „Chemical Manufacturing Industry”;

„class C establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group C of the definition of „Chemical Manufacturing Industry”; provided that in the case of an establishment in which are manufactured commodities falling under more than one of the above classes of establishments, that establishment shall be deemed to be in the class for which the more or most favourable wage rates are prescribed;

„clerical employee” means an employee who is engaged in writing, typing, filing, book-keeping, costing, accounting, or any other form of clerical, secretarial or accounting work, including a telephone operator and a cashier;

„clerical employee, female, qualified,” means a female clerical employee who has had not less than four years’ clerical experience in any industry, trade or occupation;

„clerical employee, female, unqualified,” means a female clerical employee who has had less than four years’ clerical experience in any industry, trade or occupation;

„klerklike werknemer, manlik, gekwalifiseer,” ’n manlike klerklike werknemer met minstens vyf jaar klerklike ondervinding in enige nywerheid, bedryf of beroep;

„klerklike werknemer, manlik, ongekwalifiseer,” ’n manlike klerklike werknemer met minder as vyf jaar klerklike ondervinding in enige nywerheid, bedryf of beroep;

„kleurpasser en/of verfmaker” ’n werknemer wat verantwoordelik is vir die vermenging, maal en/of kleur van verfstowwe ooreenkomstig vasgestelde standaarde, maar wat nie chemiese werk verrig, formules vir stowwe ontwerp en aanpas of die analitiese kontrole van die chemiese bewerking van grondstowwe, half-fabrikate en afgewerkte produkte uitoefen nie;

„kleurpasser en/of verfmaker, gekwalifiseer,” ’n kleurpasser en/of verfmaker met minstens drie jaar ondervinding in dié beroep;

„kleurpasser en/of verfmaker, ongekwalifiseer,” ’n kleurpasser en/of verfmaker met minder as drie jaar ondervinding in dié beroep;

„versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvang van goedere uit ’n stoor of pakhuis of van afdelings vir versending, en wat toesig kan hou oor die verpakking en/of bymekaarmaak van dié goedere, die nadel van pakette en die weeg, merk of adresseer daarvan en dit omvat ’n stoomman of pakhuisopsigter;

„versendingsklerk, gekwalifiseer,” ’n werknemer met minstens vyf jaar ondervinding as versendingsklerk in enige nywerheid, bedryf of beroep;

„versendingsklerk, ongekwalifiseer,” ’n werknemer met minder as vyf jaar ondervinding as versendingsklerk in enige nywerheid, bedryf of beroep;

„motorvoertuigdrywer” ’n werknemer, uitgesonderd ’n monsterjong, drywer van ’n personeelmotor, motorfiets, bromponie, motordriewieler, bromfiets of drywer van ’n motorvoertuig gebruik deur ’n handelsreisiger, wat ’n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat „’n motorvoertuig dryf” alle tye waarin gedryf word en enige tyd deur die drywer bestee aan werk in verband met die voertuig of die vraag en alle tye waarin hy verplig is om op sy pos te bly in gereedheid om te dryf;

„motorfietsdrywer” ’n werknemer wat ’n motorfiets, bromponie, motordriewieler of ’n bromfiets dryf;

„personeelmotordrywer” ’n werknemer, uitgesonderd ’n monsterjong, wat ’n motorvoertuig dryf vir die vervoer van werkgewers, direkteure, bestuurders, personeellede en/of werkmense, maar nie die vervoer van goedere, materiaal of uitrusting wat aan die werkgewer behoort nie;

„noodwerk” alle werk wat weens oorsake soos brand, storm, ongeluk, epidemie, geweld, diefstal of onklaarraking van masjinerie, sonder versuim verrig moet word;

„bedryfsinrigting” elke perseel waarin die chemikalieënywerheid, soos omskryf, uitgeoefen word en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet wees;

„ondervinding” —

- (a) met betrekking tot ’n chemietegnikus, die totale tydperk of tydperke van ’n werknemer se diens in chemiese werk;
- (b) met betrekking tot ’n klerklike werknemer, die totale tydperk of tydperke van ’n werknemer se diens in klerklike werk in enige nywerheid, bedryf of beroep;
- (c) met betrekking tot ’n graad I-werknemer, die totale tydperk of tydperke van ’n werknemer se diens in die chemikalieënywerheid as graad I-werknemer;
- (d) met betrekking tot ’n versendingsklerk, die totale tydperk of tydperke van ’n werknemer se diens as ’n versendingsklerk afgesien van die nywerheid, bedryf of beroep waarin die ondervinding opgedoen is;
- (e) met betrekking tot ’n handelsreisiger, die totale tydperk of tydperke van ’n werknemer se diens as handelsreisiger afgesien van die nywerheid, bedryf of beroep waarin die ondervinding opgedoen is;
- (f) met betrekking tot ’n toetsers, die totale tydperk of tydperke van ’n werknemer se diens as toetsers in klas B-inrigtings;
- (g) met betrekking tot ’n kleurpasser of verfmaker, die totale tydperk of tydperke van ’n werknemer se diens as ’n kleurpasser en/of verfmaker in ’n klas B-bedryfsinrigting;

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

„graad I-werknemer” ’n werknemer wat een of meer van die onderstaande werksaamhede verrig;

in klas A- en B-inrigtings—

- (1) outomatiese masjiene bedien;
- (2) goedere in verskillende hoeveelhede aftel;
- (3) karton of ander materiaal met behulp van ’n half-outomatiese of outomatiese valmes sny;
- (4) sjablone een vir een met die hand of masjiens uitsny;

„clerical employee, male, qualified,” means a male clerical employee who has had not less than five years’ clerical experience in any industry, trade or occupation;

„clerical employee, male, unqualified,” means a male clerical employee who has had less than five years’ clerical experience in any industry, trade or occupation;

„colour-matcher and/or paint maker” means an employee who is responsible for the mixing, grinding and/or tinting of paint materials to set standards, but who does not perform chemical manipulations, the devising or adjusting of the formulae of substances or the analytical control of the chemical processing of the raw, or semi-manufactured or the finished product;

„colour matcher and/or paint maker, qualified,” means a colour matcher and/or paint maker who has had not less than three years’ experience in such occupations;

„colour matcher and/or paint maker, unqualified,” means a colour matcher and/or paint maker who has had less than three years’ experience in such operations;

„despatch clerk” means an employee who is responsible for receiving goods from a store or warehouse or from departments for despatch, and who may supervise the packing and/or the assembling of such goods, the checking of packages and the weighing, marking or addressing thereof, and includes a storeman or warehouseman;

„despatch clerk, qualified,” means an employee who has had not less than five years’ experience in any industry, trade or occupation, as a despatch clerk;

„despatch clerk, unqualified,” means an employee who has had less than five years’ experience in any industry, trade or occupation, as a despatch clerk;

„driver of a motor vehicle” means an employee other than a sample boy, driver of a staff car, motor cycle, motor scooter, motor tricycle, motorised bicycle, or a driver of a motor vehicle used by a traveller, who is engaged in driving a motor vehicle, and for the purpose of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

„driver of a motor cycle” means an employee who is engaged in driving a motor cycle, motor scooter, motor tricycle or a motorised bicycle;

„driver of a staff car” means an employee, other than a sample boy, who is engaged in driving a motor vehicle for the conveyance of employers, directors, managers, members of the staff and/or workmen, but not including the conveyance of goods materials or equipment of the employer;

„emergency work” means any work which owing to causes such as fire, storm, accident, epidemic, act of violence, theft, or break-down of machinery, must be done without delay;

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

„experience” means—

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

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

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

In Classes A and B establishments—

- (1) attending automatic machines;
- (2) counting goods into miscellaneous lots;
- (3) cutting cardboard or other materials by semi-automatic or automatic guillotine;
- (4) cutting stencils individually by hand or machine;

- (5) outomatiese masjiene smeer of olie;
- (6) sakke, bottels of houers deur middel van hitte of 'n vlam verseël;
- (7) dryfband las, meet en volgens voorgeskrewe mate sny;
- (8) vloei-stowwe of poeiers volgens volume of gewig afmeet, dog nie volgens 'n gestelde skaal of vasgestelde maat nie;
- (9) metaaltolwerk aan spuitstofhouers;
- (10) produkte volgens 'n voorgeskrewe formule meng;
- (11) repitisiebediening van voorafgestelde draaibanke vir die draai van onderdele van spuitstofhouers;
- (12) mobiele hysers bedien;
- (13) kragaangedrewe masjiene bedien of aan- of afskakel;
- (14) gemengde artikels vir versending in houers verpak;
- (15) kleurmonsters op kleurkaarte plak;
- (16) bestellings volgens afleweringsbriewe gereed maak;
- (17) goedere op voorraadkaarte opteken;
- (18) etikette uitsoek en op houers plak;
- (19) sjablone uitsoek of sorteer;
- (20) soldeer of sweis;
- (21) dose of kartonne met 'n masjien stik;
- (22) etikette vir produkte tik;
- (23) rubber- of ander stempels gebruik waar eie oordeel nodig is;
- (24) etikette uitskrif of adresse op houers skryf vir versending;

in klas C-inrigtings;

- (1) tooisels vir dose, bottels of houers opmaak of invoeg of aanheg en/of regsny en dit gereed maak;
- (2) 'n outomatiese masjien bedien;
- (3) meters of temperatuurkaarte nagaan, en druk en/of lugleegte kontroleer;
- (4) doppies of houers met 'n halfoutomatiese of outomatiese masjien karterel of verseël;
- (5) karton of ander materiaal met 'n halfoutomatiese of outomatiese valmies sny;
- (6) sjablone een vir een met die hand of masjien uitsny;
- (7) houers lugdig maak en verseël;
- (8) houers in vul- of etiketteermasjiene voer, of houers vul of van etikette voorsien waar die houers met medisyne vir mense of diere, toiletpreparate, skoonheidsmiddels, parfuum, reukwater, kiemwerende middels, reukverdrywende middels, geursels of kleurstowwe vir voedsel en essence (uitgesonderd huishoudelike essence) gevul word;
- (9) houers met die hand vul en/of met die hand etiketter;
- (10) outomatiese masjiene smeer of olie;
- (11) sakke, bottels of ander houers deur middel van hitte of 'n vlam verseël;
- (12) houers en/of inhoud nagaan vir ongewenste stowwe;
- (13) lipstifte vorm, buise vul, met 'n vlam behandel en fatsoeneer;
- (14) vloei-stowwe of poeiers volgens volume of gewig afmeet;
- (15) materiaal of produkte vorm in voorbereide vorms;
- (16) mobiele hysers bedien;
- (17) gemengde artikels vir versending in houers verpak;
- (18) bestellings volgens afleweringsbriewe gereed maak;
- (19) etikette of ander drukwerk druk;
- (20) deur middel van 'n handsnelpers of meganies aangedrewe masjien op etikette, bottels of ander houers druk;
- (21) sjablone uitsoek of sorteer;
- (22) perforeer- of kodemasjiene stel;
- (23) soldeer of sweis;
- (24) bottels of glasbuis of rubberproppe sorteer met die doel om preparate te hou wat bedoel is vir die behandeling van of inname deur diere of mense;
- (25) kramme in pitte aanbring en pitte van stutdrade voorsien;
- (26) kragaangedrewe masjinerie aan- en/of afskakel;
- (27) dose of kartonne met 'n masjien stik;
- (28) viskoseringe afwerk;
- (29) woorde of letters vir rubberstempels, handsnelpers of kragaangedrewe snelpers set;

„graad I-werknemer, gekwalifiseer” —

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

- (5) greasing or oiling automatic machines;
- (6) heat or flame sealing of bags, bottles or containers;
- (7) joining, measuring and cutting belting to prescribed measurements;
- (8) measuring liquids or powders by volume or weight, not to a set scale or measure;
- (9) metal spinning of spray containers;
- (10) mixing products to prescribed formulae;
- (11) operating pre-set lathes repetitively for turning spray container parts;
- (12) operating mobile hoists;
- (13) operating or starting or stopping power-driven machines;
- (14) packing mixed articles into containers for despatch;
- (15) pasting colour specimens to colour charts;
- (16) preparing orders from delivery notes;
- (17) recording goods on stock cards;
- (18) selecting and pasting labels on containers;
- (19) selecting or sorting stencils;
- (20) soldering or welding;
- (21) stitching boxes or cartons by machine;
- (22) typing labels for products;
- (23) using rubber or other stamps, involving discretion;
- (24) writing labels or addresses on containers for despatch.

in class C establishments—

- (1) assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof;
- (2) attending an automatic machine;
- (3) checking gauges or temperature charts and controlling pressure and/or vacuum;
- (4) crimping or sealing caps or containers by semi-automatic or automatic machine;
- (5) cutting cardboard or other materials by semi-automatic or automatic guillotine;
- (6) cutting stencils individually by hand or machine;
- (7) drawing vacuum from and sealing containers;
- (8) feeding containers into filling or labelling machines, or filling or labelling containers where such containers are being filled with or contain medicinal preparations for human or animal use, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, flavourings or colour matter for foodstuffs, and essences (excluding domestic essences);
- (9) filling containers by hand and/or labelling by hand;
- (10) greasing or oiling automatic machines;
- (11) heat or flame sealing of bags, bottles or other containers;
- (12) inspection of containers and/or contents for foreign matter;
- (13) lipstick moulding, tube filling, flaming and shaping;
- (14) measuring liquids or powders by volume or weight;
- (15) moulding materials or products in prepared moulds;
- (16) operating mobile hoists;
- (17) packing mixed articles into containers for despatch;
- (18) preparing orders from delivery notes;
- (19) printing labels or other printed matter;
- (20) printing on labels, bottles or other containers by hand-printing machine or by mechanically-operated machine;
- (21) selecting or sorting stencils;
- (22) setting perforating or coding machines;
- (23) soldering or welding;
- (24) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations intended for human or animal treatment or consumption;
- (25) stapling wicks and inserting supporting wires into wicks;
- (26) starting and/or stopping power-driven machinery;
- (27) stitching boxes or cartons by machine;
- (28) trimming viscose rings;
- (29) type-setting of words or letters for rubber stamps, handprinting machines or power-driven printing machines;

“grade I employee, qualified,” means—

- (a) in classes A and B establishments, an employee who has had not less than 12 months' experience;
- (b) in class C establishments, an employee who has had not less than three years' experience;

„graad I-werknemer, ongekwalfiseer—

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

„graad II-werknemer” 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—

In klas A- en B-inrigtings—

- (1) halfoutomatiese masjiene bedien;
- (2) goedere in uniforme hoeveelhede aftel volgens 'n lys wat die getal in elke hoeveelheid spesifiseer;
- (3) karton of ander materiaal met die hand sny;
- (4) repetisie-uitsny van sjablone met die hand of masjien;
- (5) goedere of pakkette te voet, per fiets of driewieler of ander hand- of trapvoertuig aflewer;
- (6) houers invul- of etiketteermasjiene voer;
- (7) materiaal met die hand in hystoestelle of stortbakke of in tenks, vate, bakke vir die aanbring van 'n buitelaag of ander vate of in maal-, meng-, vul-, raffineer- of tabletmasjiene voer of sif;
- (8) houers met die hand of masjien vul of etiketteer;
- (9) handaangedrewe of halfoutomatiese masjiene, met inbegrip van motorvoertuie smeer of olie;
- (10) bode;
- (11) filtreerperse oop- of toemaak of filtreerdoeke verwyder of vervang;
- (12) kragaangedrewe hysers bedien;
- (13) goedere van uniforme grootte en getal, afsonderlik of tesame, in houers verpak wat spesiaal ontwerp is om sodanige goedere te bevat;
- (14) houers verf;
- (15) masjinerie verf;
- (16) blokke materiaal of produkte deur middel van 'n handpers uitpers;
- (17) rotasieverfwerk op houers;
- (18) dose of kartonne met die hand stik.

In klas C-inrigtings—

- (1) doppies, kurkproppe of proppe vir bottels of ander houers byeenbring;
- (2) materiaal in massa in vulmasjiene laai;
- (3) doppies of houers met die hand kartel of verseël;
- (4) hegpleister met 'n masjien sny;
- (5) diervette of vleis of kruie vir verpakking opsny;
- (6) produkte wat in blokvorm is in die regte groottes sny;
- (7) karton of ander materiaal met die hand sny;
- (8) repetisie-uitsny van sjablone met die hand of masjien;
- (9) goedere of pakkette te voet, per fiets of driewieler of ander hand- of trapvoertuig aflewer;
- (10) deksukke of houers van vorms afhaal;
- (11) vorms in verhitte materiaal doop om houers of deksukke te vorm;
- (12) bottels of houers op vervoerbande voer;
- (13) houers in vul- of etiketteermasjiene voer of houers vul of etiketteer waar die houers met ander materiaal of produkte gevul word of bevat as medisyne vir gebruik deur mense of diere, toiletpreparate, skoonheidsmiddels, parfuum, reukwater, kiemwerende middels, reukverdrywende middels of essense;
- (14) etikette voer in masjiene vir die aanbring van gom of gom met die hand aan etikette aanbring;
- (15) materiaal met die hand in hystoestelle of stortbakke of in tenks, vate, bakke vir die aanbring van 'n buitelaag of ander vate of in maal-, meng-, vul-, raffineer- of tabletmasjiene voer of sif;
- (16) metaalspoele in rolle pleister wat vooraf gesny is, aanbring;
- (17) syppapier of watte in bottels of houers plaas;
- (18) bode;
- (19) chemiese stowwe deur middel van 'n kragaangedrewe masjien meng;
- (20) filtreerperse oop- of toemaak of filtreerdoeke verwyder of vervang;
- (21) perforeer- of kodemasjiene bedien;
- (22) kragaangedrewe hysers bedien;
- (23) goedere afsonderlik of gesamentlik in houers verpak wat deel uitmaak van die wyse waarop die goedere vir die handel opgemaak word;
- (24) houers verf;
- (25) skyfies op crèmes of ander klaargemaakte produkte plaas;
- (26) bottels of glasbuisie of rubberproppe om preparate te hou wat nie vir die behandeling van of innamie deur mens of dier bedoel is nie uitsorteer;
- (27) monsters aan advertensiemateriaal vaskram;
- (28) dose of kartonne met die hand stik;

of 'n werknemer wat nie elders in hierdie Ooreenkoms gespesifiseer is nie;

„grade I employee, unqualified,” means—

- (a) in classes A and B establishments, an employee who has had less than 12 months' experience;
- (b) in class C establishments, an employee who has had less than three years' experience;

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

In classes A and B establishments—

- (1) attending semi-automatic machines;
- (2) counting goods into uniform lots according to list specifying the number in each lot;
- (3) cutting cardboard or other materials by hand;
- (4) cutting stencils repetitively by hand or machine;
- (5) delivering goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
- (6) feeding containers into filling or labelling machines;
- (7) feeding or sieving materials by hand into elevators or hoppers or into tanks, vats, coating pans or other vessels or into grinding, mixing, filling, refining or tablet machines;
- (8) filling or labelling containers by hand or machine;
- (9) greasing or oiling hand-operated or semi-automatic machines, including motor vehicles;
- (10) messenger;
- (11) opening or closing filter presses or removing or replacing filter cloths;
- (12) operating power-driven lifts;
- (13) packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles;
- (14) painting containers;
- (15) painting machinery;
- (16) pressing out blocks of material or products by hand press;
- (17) spinning paints on to containers;
- (18) stitching boxes or cartons by hand.

In Class C establishments—

- (1) assembling caps, corks or stoppers for bottles or other containers;
- (2) charging bulk materials into filling machines;
- (3) crimping or sealing caps or containers by hand;
- (4) cutting adhesive plaster by machine;
- (5) cutting animal fats or flesh or herbs for packing;
- (6) cutting blocks or cubes of products to size;
- (7) cutting cardboard or other materials by hand;
- (8) cutting stencils repetitively by hand or machine;
- (9) delivering goods or parcels on foot, by bicycle or tricycle or other hand- or foot-propelled vehicle;
- (10) detaching caps or containers from moulds;
- (11) dipping moulds into heated material for forming containers or caps;
- (12) feeding bottles or containers on to conveyor belts;
- (13) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain materials or products other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, or essences;
- (14) feeding labels into gumming machines or applying gum to labels by hand;
- (15) feeding or sieving materials by hand into elevators or hoppers or into tanks, vats, coating pans or other vessels or into grinding, mixing, filling, refining or tablet machines;
- (16) inserting metal spools into pre-cut plaster rolls;
- (17) inserting tissue paper or cotton wool into bottles or containers;
- (18) messenger;
- (19) mixing chemical materials by power-driven machine;
- (20) opening or closing filter presses or removing or replacing filter cloths;
- (21) operating perforating or coding machines;
- (22) operating power-driven lifts;
- (23) packing articles singly or collectively into containers, which are part of the get-up of the article or articles;
- (24) painting containers;
- (25) placing disc on top of creams or other finished products;
- (26) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations not intended for human or animal treatment or consumption;
- (27) stapling samples to advertising matter;
- (28) stitching boxes or cartons by hand;

or an employee not elsewhere specified in this Agreement;

„graad III-werknemer” ’n werknemer wat een of meer van onderstaande werksaamhede verrig:—

in klas A-, B- en C-inrigtings—

- (1) houtkiste en houers van riefel- of veselbord of dergelike materiaal met die hand inmeekaarsit;
- (2) op afleweringswaens help;
- (3) bale, kiste dromme of ander pakkies of houers brandmerk, merk, stempel, sjabloneer of blanko of klaar geadresseerde etikette daaraan heg, waar dit vooraf vasgestel is;
- (4) goedere of ander roerende eiendom van watter aard ookal dra, verskuif of opstapel;
- (5) diere, houers, filterpersse, meubels, masjinerie, installasies, persele, gereedskap, gerei, of ander artikels skoonmaak of was;
- (6) rantsone kook en/of tee of dergelike drankte maak en/of tee en/of ander verversings bedien;
- (7) houers wat weer gebruik word uitmekaar haal;
- (8) advertensiemateriaal met die hand uitdeel;
- (9) houers wat vir hoeveelhede in massa gebruik word, vul en/of in massa op gestelde skale weeg (L.W.—in massa beteken enige hoeveelheid wat meer as 25 lb. weeg in die geval van vaste stowwe of met ’n volume van vier gelling in die geval van vloeistowwe);
- (10) drukwerk met die hand of masjien vou of posstukke in koeverte steek;
- (11) tuinmaak;
- (12) laai of aflaai;
- (13) vuurmaak of vure aan die brand hou, vuilgoed of as verwyder;
- (14) chemiese stowwe met die hand meng;
- (15) bale, bottels, kiste dromme of blikke oop- of toemaak (uitgesonderd deur middel van soldeerwerk);
- (16) krane en/of kleppe en/of sterilisators onder toesig van ’n voorman, assistent-voorman, werktuigkundige of onderhoudsman oop- of toemaak;
- (17) ’n handpomp bedien;
- (18) bestanddele in vate of panne roer en/of graan of ander grondstowwe of halffabrikate met die hand omkeer;
- (19) diere of voëls versorg en/of kos gee, voertuie oppas, diere inspan;
- (20) materiaal of produkte, uitgesonderd medisyne vir mense of diere, toiletpreparate, skoonheidsmiddels, reukwater, ontsmettingsmiddels reukverdrywende middels of essense, geurmiddels of kleurstof vir voedsel op ’n gestelde skaal afweeg;

„uurloon”—

- (a) ten opsigte van ’n los werknemer, die dagloon gedeel deur agt;
- (b) ten opsigte van enige ander werknemer as ’n los werknemer die weekloon wat ingevolge sy dienskontrak aan hom betaalbaar is, gedeel deur die getal werkure vir die week waarvoor in genoemde kontrak ooreengekom is;

„onderhoudsman- of faktotum” ’n werknemer wat kleiner onderhoud- of herstelwerk aan geboue, installasies en masjinerie verrig;

„militêre opleiding” ononderbroke opleiding wat ’n werknemer ingevolge artikel een-en-twintig (1) gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar uitgesonderd enige opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan of enige opleiding of diens waarvoor hy hom aanmeld of wat hy uit eie keuse ondergaan;

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

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

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

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

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

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

In Classes A, B and C establishments—

- (1) assembling wooden boxes and corrugated or fibre board or similar containers by hand;
- (2) assisting on delivery vans;
- (3) branding, marking, stamping, stencilling or affixing blank or ready-addressed labels to bales, boxes, drums or other packages or containers, where such are predetermined;
- (4) carrying, moving or stacking goods, or other movable property of any description;
- (5) cleaning or washing animals, containers, filter presses, furniture, machinery, plant, premises, tools, utensils or other articles;
- (6) cooking rations and/or making tea or similar beverages, and/or serving tea and/or other refreshments;
- (7) dismantling containers for re-use;
- (8) distributing advertising matter by hand;
- (9) filling containers used for bulk quantities and/or weighing on set scales in bulk (note—“bulk” means any quantity exceeding 25 lb. in weight in the case of solids or four gallons in volume in the case of liquids);
- (10) folding printed matter by hand or machine, or enveloping mail;
- (11) gardening;
- (12) loading or unloading;
- (13) making or maintaining fires, removing refuse or ashes;
- (14) mixing chemical materials by hand;
- (15) opening or closing bales, bottles, boxes, drums or tins (other than by soldering);
- (16) opening or closing cocks and/or valves and/or sterilizers under the supervision of a foreman, assistant foreman, mechanic or maintenance man;
- (17) operating a hand-pump;
- (18) stirring ingredients in vats or pans and/or turning over grain or other raw or semi-manufactured materials by hand;
- (19) tending and/or feeding animals, or birds, minding vehicles, harnessing animals;
- (20) weighing to a set scale materials or products, other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, scents, antiseptics, deodorants or essences, flavouring or colouring matter for foodstuffs;

„hourly wage” means—

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

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

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

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

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

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

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

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

- "toetser" 'n werknemer wat afsonderlike roetinebewerkings soos die bepaling van gewigte per gelling, taatheid (viskosititeit), fynheid van gemaalde stowwe, kleurkontrole en drogings tyd onderneem om standaarde vas te stel, maar wat nie verantwoordelik is vir die goedkeuring van gehaltes of vir die opstel van formules nie;
- "toetser, gekwalifiseer," 'n toetser met meer as 12 maande ondervinding;
- "toetser, ongekwalifiseer," 'n toetser met minder as 12 maande ondervinding;
- "handelsreisiger" 'n werknemer wat in sy hoedanigheid as reisende verteenwoordiger van 'n bedryfsinrigting en namens daardie bedryfsinrigting by persone bestellings werf vir die verkoop of lewering van goedere aan huile;
- "handelsreisiger, gekwalifiseer," 'n handelsreisiger met meer as vier jaar ondervinding;
- "handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;
- "uniform" 'n kledingstuk of kledingstukke van kenmerkende kleur en ontwerp;
- "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos dit voorkom op die lisensie of sertifikaat wat ten opsigte van die motorvoertuig of sleepwa uitgereik is deur enige owerheid wat by wet gemagtig is om motorvoertuiglisensies uit te reik;
- "vernismaker" 'n werknemer wat beheer het oor 'n vernisinstallasie en verantwoordelik is vir alle prosesse wat daarin uitgevoer word, uitgesonderd die verrigting van chemiese werk, ontwerp en aanpas van formules of ontleding van grondstowwe, halffabrikate of afgewerkte produkte;
- "loon" die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word; met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 voorgeskryf is, dit die hoër bedrag beteken;
- "wag" 'n werknemer wat waghou oor persele, geboue, hekke, voertuie of ander eiendom; met dien verstande dat 'n werknemer beskou word as behorende tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

Die Raad is die liggaam belas met die toepassing van die Ooreenkoms.

4. BESOLDIGING.

(1) Behoudens die bepalings van subklousules (3) en (4) van hierdie klousule en subklousule (7) van klousule 5, moet onderstaande minimum lone met inbegrip van lewenskostoelae voorgeskryf in Oorlogsmaatreef No. 43 van 1942, soos gewysig, aan ondergenoemde klasse werknemers betaal word:—

(a) Werknemers uitgesonderd los werknemers:—

- "tester" means an employee, who carries out single routine manipulations such as the determination of weights per gallon, viscosities, fineness of grind, colour check, and drying time to set standards, but who is not responsible for approving qualities or for drafting formulations;
- "tester, qualified," means a tester who has more than 12 months' experience;
- "tester, unqualified," means a tester who has had less than 12 months' experience;
- "traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods;
- "traveller, qualified," means a traveller who has had more than four years' experience;
- "traveller, unqualified," means a traveller who has had less than four years' experience;
- "uniform" means an article or articles of wearing apparel distinctive in design and colour;
- "unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;
- "varnishmaker" means an employee who is in charge of a varnish plant and who is responsible for all processes carried on therein other than performance of chemical manipulations, the devising and adjustment of formulae or the analysis of raw or semi-manufactured or finished products;
- "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; provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 it means such higher amount;
- "watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles or other property;
- provided that in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly engaged.

The Council is the body entrusted with the administration of the Agreement.

4. REMUNERATION.

(1) Subject to the provisions of sub-clauses (3) and (4) of this clause and sub-clause (7) of clause 5, the following minimum wages, inclusive of cost of living allowance as prescribed in War Measure No. 43 of 1942, as amended, shall be paid to the undermentioned classes of employees:—

(a) Employees other than casual employees:—

Maandeliks besoldigde werknemers.	Klas A- bedryfsinrigting.	Klas B- bedryfsinrigting.	Klas C- bedryfsinrigting.
	R c	R c	R c
Chemietegnikus of pil- of tabletmaker, gekwalifiseer.....	140 00	140 00	140 00
Chemietegnikus of pil- of tabletmaker, ongekwalifiseer—	70 00	70 00	70 00
gedurende eerste jaar ondervinding.....	80 00	80 00	80 00
gedurende tweede jaar ondervinding.....	90 00	90 00	90 00
gedurende derde jaar ondervinding.....	100 00	100 00	100 00
gedurende vierde jaar ondervinding.....	110 00	110 00	110 00
gedurende vyfde jaar ondervinding.....	120 00	120 00	120 00
gedurende sesde jaar ondervinding.....	100 00	100 00	100 00
Klerklike werknemer (manlik) of versendingsklerk of stoomman, gekwalifiseer.....	50 00	50 00	50 00
Klerklike werknemer (manlik) of versendingsklerk, of stoomman, ongekwalifiseer—	60 00	60 00	60 00
gedurende die eerste jaar ondervinding.....	70 00	70 00	70 00
gedurende die tweede jaar ondervinding.....	80 00	80 00	80 00
gedurende die derde jaar ondervinding.....	90 00	90 00	90 00
gedurende die vierde jaar ondervinding.....	80 00	80 00	80 00
Klerklike werknemer (vroulik), gekwalifiseer.....	40 00	40 00	40 00
Klerklike werknemer (vroulik), ongekwalifiseer—	50 00	50 00	50 00
gedurende eerste jaar ondervinding.....	60 00	60 00	60 00
gedurende tweede jaar ondervinding.....	70 00	70 00	70 00
gedurende derde jaar ondervinding.....	—	110 00	—
Kleurpasser en/of verfmaker, gekwalifiseer.....	—	70 00	—
Kleurpasser en/of verfmaker, ongekwalifiseer—	—	80 00	—
gedurende eerste jaar ondervinding.....	—	90 00	—
gedurende tweede jaar ondervinding.....	—	—	—
gedurende derde jaar ondervinding.....	—	—	—
Handelsreisiger, gekwalifiseer (met inbegrip van onderhoudstoelae vir tydperke wat nie oornag strek nie).....	170 00	170 00	170 00
Handelsreisiger, ongekwalifiseer (met inbegrip van onderhoudstoelae vir tydperke wat nie oornag strek nie)—	90 00	90 00	90 00
gedurende eerste ses maande ondervinding.....	100 00	100 00	100 00
gedurende tweede ses maande ondervinding.....	110 00	110 00	110 00
gedurende derde ses maande ondervinding.....	120 00	120 00	120 00
gedurende vierde ses maande ondervinding.....	130 00	130 00	130 00
gedurende vyfde ses maande ondervinding.....	140 00	140 00	140 00
gedurende sesde ses maande ondervinding.....	150 00	150 00	150 00
gedurende sewende ses maande ondervinding.....	160 00	160 00	160 00
gedurende agste ses maande ondervinding.....	—	—	—

Monthly-paid Employees.	Class A Establishment.	Class B Establishment.	Class C Establishment.
	R c	R c	R c
Chemical technician or pill or tablet maker, qualified.....	140 00	140 00	140 00
Chemical technician or pill or tablet maker, unqualified—			
during first year of experience.....	70 00	70 00	70 00
during second year of experience.....	80 00	80 00	80 00
during third year of experience.....	90 00	90 00	90 00
during fourth year of experience.....	100 00	100 00	100 00
during fifth year of experience.....	110 00	110 00	110 00
during sixth year of experience.....	120 00	120 00	120 00
Clerical employee (male) or despatch clerk or storeman, qualified.....	100 00	100 00	100 00
Clerical employee (male) or despatch clerk or storeman, unqualified—			
during first year of experience.....	50 00	50 00	50 00
during second year of experience.....	60 00	60 00	60 00
during third year of experience.....	70 00	70 00	70 00
during fourth year of experience.....	80 00	80 00	80 00
during fifth year of experience.....	90 00	90 00	90 00
Clerical employee (female), qualified.....	80 00	80 00	80 00
Clerical employee (female), unqualified—			
during first year of experience.....	40 00	40 00	40 00
during second year of experience.....	50 00	50 00	50 00
during third year of experience.....	60 00	60 00	60 00
during fourth year of experience.....	70 00	70 00	70 00
Colour matcher and/or paint maker, qualified.....	—	110 00	—
Colour matcher and/or paint maker, unqualified—			
during first year of experience.....	—	70 00	—
during second year of experience.....	—	80 00	—
during third year of experience.....	—	90 00	—
Traveller, qualified (including subsistence allowance for periods not extending overnight)...	170 00	170 00	170 00
Traveller, unqualified (including subsistence allowance for periods not extending overnight)—			
during first six months' experience.....	90 00	90 00	90 00
during second six months' experience.....	100 00	100 00	100 00
during third six months' experience.....	110 00	110 00	110 00
during fourth six months' experience.....	120 00	120 00	120 00
during fifth six months' experience.....	130 00	130 00	130 00
during sixth six months' experience.....	140 00	140 00	140 00
during seventh six months' experience.....	150 00	150 00	150 00
during eighth six months' experience.....	160 00	160 00	160 00

Weekliks besoldigde werknemers.	Klas A- bedryfsinrigting.	Klas B- bedryfsinrigting.	Klas C- bedryfsinrigting.
	R c	R c	R c
Ketelbediener.....	9 00	9 00	9 00
Baasjong of spanopsigter.....	10 00	10 00	10 00
Onderbaas of ploegbaas.....	14 00	14 00	14 00
Drywer van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa op sleepwaens getrek deur die voertuig—			
(i) hoogstens 6,000 lb. is.....	16 00	16 00	16 00
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....	18 00	18 00	18 00
(iii) meer as 10,000 lb. is.....	23 00	23 00	23 00
Drywer van 'n motorfiets, bromponie, motordriewieler, bromfiets.....	11 00	11 00	11 00
Drywer van 'n personeelmotor.....	13 00	13 00	13 00
Voorman.....	30 00	30 00	30 00
Assistent-voorman.....	20 00	20 00	20 00
Graad I-werknemer, gekwalifiseer.....	9 75	10 00	13 00
Graad I-werknemer, ongekwalifiseer—			
gedurende eerste ses maande ondervinding.....	8 75	9 00	9 00
gedurende tweede ses maande ondervinding.....	9 25	9 50	9 60
gedurende derde ses maande ondervinding.....	—	—	10 20
gedurende vierde ses maande ondervinding.....	—	—	10 80
gedurende vyfde ses maande ondervinding.....	—	—	11 40
gedurende sesde ses maande ondervinding.....	—	—	12 00
Graad II-werknemer en werknemer nie elders gespesifiseer nie—			
(i) vanaf datum van inwerkingtrede van ooreenkoms.....	7 80	7 95	8 20
(ii) ses maande na datum van inwerkingtrede van ooreenkoms.....	8 20	8 35	8 60
(iii) twaalf maande na datum van inwerkingtrede van ooreenkoms.....	8 60	8 75	9 00
Graad III-werknemer—			
(i) vanaf datum van inwerkingtrede van ooreenkoms.....	7 20	7 20	7 20
(ii) ses maande na datum van inwerkingtrede van ooreenkoms.....	7 60	7 60	7 60
(iii) twaalf maande na datum van inwerkingtrede van ooreenkoms.....	8 00	8 00	8 00
Onderhoudsman of faktotum.....	17 00	17 00	17 00
Monsterjong (met inbegrip van onderhoudstoelae vir tydperke wat nie oornag strek nie)....	8 60	8 60	8 60
Monsterjong wat benewens die werksaamhede van 'n monsterjong die reisiger vir tot 10 uur per week aflos met dryf van motor (met inbegrip van onderhoudstoelae vir tydperke wat nie oornag strek nie).....	11 00	11 00	11 00
Monsterjong wat benewens die werksaamhede van 'n monsterjong, die reisiger vir meer as 10 uur per week aflos met dryf van motor (met inbegrip van onderhoudstoelae vir tydperke wat nie oornag strek nie).....	16 00	16 00	16 00
Toetser, gekwalifiseer—na 12 maande ondervinding.....	—	13 00	—
Toetser, ongekwalifiseer.....	—	11 00	—
Vernismaker.....	—	25 00	—
Wag.....	8 50	8 50	8 50

Weekly-paid Employees.	Class A	Class B	Class C
	Establishment.	Establishment.	Establishment.
	R c	R c	R c
Boiler attendant.....	9 00	9 00	9 00
Boss boy or ganger.....	10 00	10 00	10 00
Chargehand or team supervisor.....	14 00	14 00	14 00
Driver of a motor vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 6,000 lb.....	16 00	16 00	16 00
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	18 00	18 00	18 00
(iii) exceeds 10,000 lb.....	23 00	23 00	23 00
Driver of a motor cycle, motor scooter, motor tricycle, motorised bicycle.....	11 00	11 00	11 00
Driver of a staff car.....	13 00	13 00	13 00
Foreman.....	30 00	30 00	30 00
Assistant foreman.....	20 00	20 00	20 00
Grade I employee, qualified.....	9 75	10 00	13 00
Grade I employee, unqualified—			
during first six months of experience.....	8 75	9 00	9 00
during second six months of experience.....	9 25	9 50	9 50
during third six months of experience.....	—	—	10 20
during fourth six months of experience.....	—	—	10 80
during fifth six months of experience.....	—	—	11 40
during sixth six months of experience.....	—	—	12 00
Grade II employee and employee not elsewhere specified—			
(i) from operative date of Agreement.....	7 80	7 95	8 20
(ii) six months after operative date of Agreement.....	8 20	8 35	8 60
(iii) twelve months after operative date of Agreement.....	8 60	8 75	9 00
Grade III employee—			
(i) from operative date of Agreement.....	7 20	7 20	7 20
(ii) six months after operative date of Agreement.....	7 60	7 60	7 60
(iii) twelve months after operative date of Agreement.....	8 00	8 00	8 00
Maintenance or handyman.....	17 00	17 00	17 00
Sample boy (inclusive of subsistence allowance for periods not extending overnight).....	8 60	8 60	8 60
Sample boy, who in addition to the duties of a sample boy, acts as a relief motor car driver to the traveller for up to 10 hours per week (inclusive of subsistence allowance for periods not extending overnight).....	11 00	11 00	11 00
Sample boy, who in addition to the duties of a sample boy, acts as a relief motor car driver to the traveller for more than 10 hours per week (inclusive of subsistence allowance for periods not extending overnight).....	16 00	16 00	16 00
Tester, qualified—after twelve months of experience.....	—	13 00	—
Tester, unqualified.....	—	11 00	—
Varnishmaker.....	—	25 00	—
Watchman.....	8 50	8 50	8 50

(b) Los werknemers.

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

(2) *Lewenskostetoelae*.—Vanaf die datum van inwerkingtreed van hierdie Ooreenkoms word die lewenskostetoelae soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, 'n integreerende deel van die totale loon betaalbaar aan 'n werknemer in die nywerheid, behoudens onderstaande voorwaardes, nl.—

dat die lewenskostetoelae aldus gekonsolideer by die voorgeskrewe loon steeds as lewenskostetoelae gereken word by die toepassing—

- (i) van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig; en
- (ii) van enige plaasvervangende of wysigingswetgewing wat konsolidering tot die aangegewe bedrag verplig of Oorlogsmaatregel No. 43 van 1942 vervang.

In die geval van 'n verhoging van die lewenskostetoelae soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942 soos van tyd tot tyd gewysig, moet die werkgever die werknemer onverwyld die bedrag van sodanige verhoging in die vorm van 'n addisionele lewenskostetoelae betaal.

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

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

- (a) 'n hoër loon as die van sy eie klas; of
- (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié vir sy eie klas;

in subklousule (1) voorgeskryf is, moet aan so danige werknemer—

- (i) indien van die werknemer vereis of hy toegelaat word om vir 'n tydperk tot so lank as een uur gedurende enige dag werk te doen waarvoor 'n hoër loon voorgeskryf is, minstens die uurloon voorgeskryf vir sodanige hoër klas werk betaal; of

(b) Casual employees—

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

(2) *Cost of Living Allowance*.—As from the date on which this Agreement comes into operation, the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, shall become an integral part of the total wage payable to an employee in the Industry, subject to the following conditions, viz.—

that the cost of living allowance thus consolidated with the prescribed wage shall continue to count as cost of living allowance for the purpose of—

- (i) War Measure No. 43 of 1942, as amended from time to time; and
- (ii) any substitute or amending legislation which either enforces consolidation up to the stated amount or replaces War Measure No. 43 of 1942.

In the event of any increase in the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, the employer shall immediately pay to the employee the amount of such increase in the form of an additional cost of living allowance.

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

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

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

as prescribed in sub-clause (1), shall pay to such employee—

- (i) if the employee is required to perform work for which a higher rate is prescribed for a period of up to one hour in any one day, not less than the hourly remuneration prescribed for such higher operation; or

- (ii) indien van die werknemer vereis of hy toegelaat word om vir 'n tydperk van langer as een uur gedurende enige dag werk te doen waarvoor 'n hoër skaal voorgeskryf is, minstens die dagloon voorgeskryf vir sodanige hoër klas werk betaal.

Die werkgever moet elke werknemer op wie hierdie subklousule van toepassing is van 'n differensiële loon-boek voorsien in die vorm soos in Aanhangsel D van hierdie Ooreenkoms getoon waarin die werkgever die soort werk wat verrig is en die begin- en ophoudtyd ten opsigte van elke soort werk moet aantekene.

(5) *Kontrakbasis*.—'n Werknemer, uitgesonderd 'n los werknemer word geag of—

- (a) 'n werknemer by die week te wees en moet behoudens die bepalinge van klousule 5 (7), minstens die volle weekloon betaal word wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf is; of
- (b) 'n werknemer by die maand te wees en moet, behoudens die bepalinge van klousule 5 (7), minstens die volle maandloon betaal word wat in subklousule (1) gelees met subklousule (7) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf is.

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

(7) *Berekening van maandloon*.—Wanneer 'n werknemer se loon kragtens die voorbehoudsbepalinge van klousule 5 (1) maandeliks betaal word, word die minimum maandloon bereken as vier en 'n derde maal die minimum weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat as 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal as dié wat aldus voorgeskryf is dié hoër bedrag as grondslag vir die berekening moet dien.

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

- (a) 'n handelsreisiger wat tydens 'n reis wat ter uitvoering van sy pligte onderneem is oornag van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, 'n onderhoudstoelae betaal word van minstens drie rand (R3) vir elke sodanige tydperk van afwesigheid wat oor een of meer nagte strek;
- (b) 'n monstertjong wat terwyl hy 'n handelsreisiger vergesel op 'n reis wat die handelsreisiger onderneem ter uitvoering van sy pligte oornag van sy woonplek en sy werkgever se bedryfsinrigting afwesig is 'n onderhoudstoelae betaal word van minstens vyf-en-sewentig sent (75c) vir elke sodanige tydperk van afwesigheid wat oor een of meer nagte strek;

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

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

(b) 'n Handelsreisiger wat sy eie motorvoertuig moet verskaf ter uitvoering van sy pligte, moet 'n omvattende vervoertoelae van minstens sewe sent (7c) per myl wat hy ter uitvoering van sy pligte affê, betaal word.

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

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

(ii) 'n Lys van die stukwerkskale in paragraaf (i) genoem, moet op 'n duidelik sigbare plek in die bedryfsinrigting vertoon bly en kan slegs met een week kennisgewing gewysig word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens die bepalinge van klousule 16 moet 'n werkgever die besoldiging wat aan elkeen van sy werknemers verskuldig is, uitgesonderd los werknemers, wekeliks of maandeliks, na gelang van die geval, op die gewone betaaldag van die bedryfsinrigting of by beëindiging van diens wanneer dit voor die gewone betaaldag plaasvind, in kontant betaal; met dien verstande dat wanneer die werkgever en sy werknemer so ooreenkom, die besoldiging maandeliks betaal kan word.

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

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

- (ii) if the employee is required to perform work for which a higher rate is prescribed for a period in excess of one hour in any one day, not less than the daily remuneration prescribed for such higher operation.

The employer shall provide each employee to whom this sub-clause applies with a differential rate book in a form shown in Annexure D to this Agreement, in which the employer shall enter the operation performed and the times of beginning and finishing each operation.

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

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

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

(7) *Calculation of Monthly Wage*.—Whenever the wage due to an employee is, in terms of the proviso to clause 5 (1), paid monthly, the amount of the minimum monthly wage shall be calculated at the rate of four and one-third times the minimum weekly wage prescribed in sub-clause (1) for an employee of his class; provided that if an employer regularly pays an employee an amount higher than so prescribed the basis of calculation shall be made on such higher amount.

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

- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than three rand (R3) for each such period of absence extending over one or more nights;
- (b) a sample boy who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than seventy-five cents (75c) for each such period of absence extending over one or more nights;

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

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

(b) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than seven cents (7c) for each mile travelled in the performance of his duty.

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

(11) *Piece-work*.—(i) An employee employed on piece-work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee's remuneration shall not be less than the remuneration that would have been payable to him had he been employed on time-work for that period plus 10 per cent.

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

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees*.—Save as provided in clause 16 an employer shall pay the remuneration due to each of his employees, other than his casual employees, in cash, monthly or weekly as the case may be, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day; provided that, where the employer and his employee agree, remuneration may be paid monthly.

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

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

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

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

(6) *Etes en huisvesting.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van 'n persoon of by 'n plek deur hom aangewys etes en/of huisvesting aan te neem nie.

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

- (a) Met die skriftelike toestemming van die werknemer, aftrekkings vir siekte-, versekerings-, voorsorg-, of pensioenfondse;
- (b) behalwe soos bepaal in klousule 8, wanneer 'n werknemer van sy werk af wegbly of afwesig is weens siekte of 'n ongeluk, 'n aftrekking in verhouding tot die tydperk van daardie afwesigheid;
- (c) 'n bedrag wat kragtens enige wet met inbegrip van die gemene reg, of bevel van 'n bevoegde hof van 'n werkgever vereis of wat hy toegelaat word om af te trek;
- (d) wanneer 'n werknemer toestem om etes en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand.
	R c	R c
(i) Etes.....	0 40	1 73
(ii) Huisvesting.....	0 20	0 87
(iii) Etes en huisvesting.....	0 60	2 60

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

- (i) geen bedrag afgetrek mag word ten opsigte van die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval nie;
- (ii) geen bedrag afgetrek kan word in die geval van korttyd weens slapte in die bedryf nie, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om korttyd in te voer;

(f) aftrekkings vir Raadsfondse ooreenkomstig klousule 14;

(g) met die skriftelike toestemming van die werknemer mag sy werkgever 'n bedrag aftrek vir bydraes tot die fondse van 'n geregistreerde vakvereniging.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of wag in klas A-, B- en C-bedryfsinrigtings moet hoogstens die volgende wees—

- (i) 44 uur per week van Maandag tot en met Vrydag;
- (ii) nege uur per dag;

in die geval van 'n los werknemer is die gewone werkure hoogstens agt uur op 'n dag.

(2) 'n Werkgever mag nie van sy werknemer vereis om langer as vyf uur agtereën sonder 'n ononderbroke tussenpoos van ten minste een uur te werk nie; met dien verstande dat—

- (a) wanneer die tussenpoos langer as een uur duur, elke tydperk bo een uur beskou word as gewone werkure;
- (b) werktuie wat onderbreek word deur pouses van minder as een uur, as aaneenlopend beskou word.

(3) 'n Werkgever mag nie van 'n vroulike werknemer vereis om haar toelaat, om tussen die ure 6 nm. en 6 vm. te werk nie.

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

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousules (2) en (4), is alle werkure opeenvolgend.

(6) *Oortyd.*—Alle tyd bo die gewone daaglikse of weeklikse werkure van die bedryfsinrigting gewerk, word oortyd geag te wees.

(7) *Beperking van oortyd.*—'n Werkgever mag nie, uitgesonderd in noodgevalle, van sy werknemer vereis om oortyd te werk nie, tensy hy minstens vier uur kennis van die voorneme gegee het, en uitgesonderd in noodgevalle mag van werknemers wat aldus werk nie vereis of hulle nie toegelaat word om meer as agt uur oortyd in 'n week te werk nie, met dien verstande dat 'n werkgever nie van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk nie—

- (a) op meer as drie opeenvolgende dae;—
- (b) op meer as 60 dae in 'n jaar;
- (c) meer as twee uur per dag; of

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

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

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

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

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

	Per Week.	Per Month.
	R c	R c
(i) Board.....	0 40	1 73
(ii) Lodging.....	0 20	0 87
(iii) Board and Lodging.....	0 60	2 60

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

- (i) no deduction shall be made in respect of the first hour or the reduction in the ordinary hours of work caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- (ii) in the case of short time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than 24 hour's notice of his intention to introduce short time.

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

(g) With the written consent of the employee deductions may be made for contributions to the funds of a registered trade union by his employer.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work for an employee, other than a casual employee or watchman, in Classes A, B and C establishments shall not exceed—

- (i) 45 hours in any week from Monday to Friday inclusive;
- (ii) nine hours in any day.

In the case of a casual employee, the ordinary hours of work shall not exceed eight hours in any day.

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

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

(3) An employer shall not require or permit a female employee to work between 6 o'clock p.m. and 6 o'clock a.m.

(4) *Rest Intervals.*—An employer shall grant to each of his employees other than an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest of not less than 10 minutes at as nearly as practicable the middle of each morning and each afternoon work period during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

- (a) on more than three consecutive days;—
- (b) on more than 60 days in any year;
- (c) in excess of two hours per day;

- (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy hy die werknemer—
- voor 12-uur middag daarvan in kennis gestel het; of
 - van 'n toereikende ete voorsien het voordat sy met oortyd moet begin; of
 - betyds 'n toelae betaal het van minstens vyf-en-twintig sent (25c) om die werknemer in staat te stel om 'n ete te verkry voordat sy met oortyd moet begin;

(8) *Oortydbetaling.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd wat deur die werknemer gewerk word besoldiging betaal teen minstens een en 'n derde maal die werknemer se totale besoldiging.

(9) Tyd gewerk op Sondag of 'n openbare vakansiedag genoem in klousule 7 (6) word nie geag deel van die gewone werkure of oortyd te wees nie en daarvoor moet soos volg betaal word:—

- in die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen of—
 - dubbel sy dagloon vir tyd gewerk tot nege uur en daarbenewens dubbel sy uurloon vir tyd gewerk bo en behalwe nege uur in die geval van werknemers in klas A-, B- en C-bedryfsinrigtings;
 - een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur aldus gewerk en daarbenewens moet aan hom binne sewe dae na die Sondag of openbare vakansiedag een dag afwesigheidsverlof toegestaan en moet hy ten opsigte daarvan minstens sy uurloon betaal word, vermenigvuldig deur nege in die geval van werknemers in klas A-, B-, en C-bedryfsinrigtings;
- in die geval van 'n los werknemer dubbel sy dagloon vir tyd gewerk tot agt uur en daarbenewens dubbel sy uurloon vir tyd gewerk bo en behalwe agt uur; die uurloon word bereken teen een-agste van die dagloon.

(10) *Wagte.*—'n Wag se werkure mag hoogstens 72 uur in 'n week wees, en hy is geregtig op 'n aaneenlopende vrye tydperk van 36 uur in elke week diens.

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

(12) *Vrystellings.*—Hierdie klousule is nie van toepassing op 'n handelsreisiger en/of monsterjong of op 'n ander werknemer wie se basiese salaris of loon R149.47 te bowe gaan nie; subklousules (1) tot en met (9) en subklousule (11) is nie op 'n wag van toepassing nie; en subklousules (4), (5) en (7) geld nie vir 'n manlike werknemer wat met noodwerk besig is nie.

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

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

- In die geval van 'n handelsreisiger, monsterjong of wag drie aaneenlopende weke;
 - in die geval van alle ander werknemers, 12 aaneenlopende werkdag;
- met dien verstande dat—
- die verlof nie met betaalde siekteverlof, opsegging van diens of 'n tydperk wanneer 'n werknemer verplig is om militêre opleiding mee te maak, mag saamval nie;
 - wanneer 'n openbare vakansiedag, genoem in subklousule (5), binne die verlof val wat in hierdie klousule voorgeskryf word, die vakansiedag as 'n verdere tydperk van verlof met volle besoldiging by genoemde tydperk gevoeg moet word.
- (2) Die verlof genoem in subklousule (1), moet geneem word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—
- 'n werkgewer van sy werknemer kan vereis of hom kan toelaat om sy jaarlikse verlof te neem voordat die diensjaar waarop dit betrekking het, verstryk het;
 - wanneer die verlof nie eerder toegestaan is nie, dit binne twee mande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.
- (3) Die besoldiging ten opsigte van die jaarlikse verlof genoem in subklousule (1), moet op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(d) after completion of her ordinary working hours for more than one hour on any day, unless he has—

- given notice thereof to such employee before midday; or
- provided such employee with an adequate meal before she has to commence overtime; or
- paid to such employee an allowance of not less than twenty-five cents (25c) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

- In the case of an employee, other than a casual employee, at either—
 - double his daily remuneration for time worked up to nine hours and in addition double his hourly remuneration for time worked in excess of nine hours, in the case of employees in classes A, B, and C establishments; or
 - one and one-third times his hourly remuneration for each hour or part of an hour so worked and in addition grant to him, within seven days of such Sunday or public holiday, one day's leave of absence, and pay to him in respect thereof not less than his hourly remuneration multiplied by nine in the case of employees in classes A, B and C establishments.
- In the case of a casual employee, at double his daily remuneration for time worked up to eight hours and in addition double his hourly remuneration for time worked in excess of eight hours, the hourly remuneration to be calculated at one-eighth of the daily remuneration.

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

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

(12) *Exemptions.*—The provisions of this clause shall not apply to a traveller and/or a sample boy and shall not apply to any other employee whose salary or wage exceeds R149.47 per month, sub-clauses (1) to (9), both inclusive, and sub-clause (11) shall not apply to a watchman; and sub-clauses (4), (5) and (7) shall not apply to a male employee engaged on emergency work.

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

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

- In the case of a traveller, sample boy or a watchman, three consecutive weeks;
- in the case of every other employee, 12 consecutive working days;

provided that—

- the period of such leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo military training;
- if any public holiday referred to in sub-clause (5) falls within the period of leave prescribed in this clause such holiday shall be added to the said period as a further period of leave of absence on full pay.

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

- an employee may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
- if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates.

(3) The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid on the last working day before the date of the commencement of such leave.

(4) By beëindiging van diens moet die werkgewer aan 'n werknemer, behalwe 'n los werknemer—

- (a) sy volle loon ten opsigte van enige tydperk van verlof wat aan hom verskuldig is ooreenkomstig subklousule (1) maar nie voor die datum van beëindiging van diens toegestaan is nie, betaal;
- (b) een-vyfde van die weeklikse besoldiging betaal wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging, ten opsigte van elke voltooide maand in diens van die werkgewer na die datum waarop hy laas geregtig was op verlof ooreenkomstig subklousule (1), of in die geval van 'n werknemer wat minder as twaalf (12) maande in diens was, na die aanvangsdatum van sy diens;
- (c) en, hierbenewens, een-kwart van 'n dag se loon vir elke week of gedeelte van 'n week van enige onvoltooide maand diens betaal.

Vir die toepassing van hierdie subklousule, word 'n werknemer se „volle besoldiging” bereken teen die skaal van besoldiging wat hy ontvang het onmiddellik voor die beëindiging van sy diens of die skaal van besoldiging wat hy ontvang het op die datum waarop hy op verlof geregtig geword het ooreenkomstig subklousule (1).

(5) *Openbare vakansiedae.*—Benewens die verlof voorgeskryf in subklousule (1) as 'n werknemer, uitgesonderd 'n wag nie op Kersdag, Nuwejaarsdag, Goeie Vrydag, Gelofte-dag, Paasmaandag Hemelvaartsdag of Krugerdag werk nie moet hy ten opsigte van elk van daardie dae minstens een dag se loon teen die skaal wat hy onmiddellik voor sodanige dag ontvang het, betaal word; met dien verstande dat indien so 'n dag op 'n Saterdag of Sondag val, die Maandag wat volg op so 'n Saterdag of Sondag, vir die toepassing van hierdie Ooreenkoms as 'n openbare vakansiedag beskou word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag alle tydperke te omvat wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om militêre opleiding mee te maak;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) weens siekte van sy werk afwesig is;

wat tesame hoogstens agt weke in 'n jaar beloop ten opsigte van items (a), (c) en (d), plus alle militêre opleiding en word geag te begin—

- (i) in die geval van 'n werknemer wat in diens was voor die datum van inwerking-treding van hierdie Ooreenkoms, van die datum af waarop sodanige werknemer laas op verlof geregtig geword het ingevolge die nywerheidsooreenkoms van genoemde Nywerheidsraad gepubliseer by Goewermentskennisgewing No. 612 van 3 Oktober 1958, soos gewysig by Goewermentskennisgewing No. 586 van 24 April 1959, verleng by Goewermentskennisgewing No. 6352 van 15 Januarie 1960, of die datum van indiënsneming, na gelang van die jongste;
- (ii) in die geval van 'n werknemer wat in diens geneem is op of na die datum van inwerking-treding van hierdie Ooreenkoms, van die datum van indiënsneming af;

(7) Indien 'n werknemer se dienskontrak—

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

moet dit by sodanige diensbeëindiging in Desember beskou word dat—

- (i) as hy dwarsdeur 'n tydperk van 'n datum in Januarie van dieselfde kalenderjaar tot die datum van diensbeëindiging by dieselfde werkgewer in diens was, hy 'n volle jaar diens ingevolge subklousule (1) voltooi het, en hy moet ten opsigte daarvan die volle verloffbetaling ontvang wat by genoemde subklousule voorgeskryf word, plus 'n dag se betaling vir enige openbare vakansiedag, nl. Gelofte-dag, Kersdag of Nuwejaarsdag waarvoor hy nog nie besoldig is nie; met dien verstande dat indien jaarlikse verlof gedurende genoemde tydperk kragtens subklousule (1) aan hom toegestaan is, 'n *pro rata*-bedrag afgetrek moet word ten opsigte van die maande diens binne genoemde tydperk waarvoor verlof alreeds aan hom toegestaan is;
- (ii) as hy vir altesaam vyf maande of aaneenlopend of in die geheel, in dieselfde kalenderjaar vóór 30 November by dieselfde werkgewer in diens was, hy benewens verloffbetaling wat hom ingevolge subklousule (4) toekom, 'n dag se betaling moet ontvang vir elke openbare vakansiedag, nl. Gelofte-dag, Kersdag en Nuwejaarsdag, waarvoor hy nog nie besoldig is nie.

(8) Indien 'n werknemer se diens—

- (a) in Desember van enige jaar beëindig word;
- (b) by dieselfde werkgewer voor 1 Julie in dieselfde kalenderjaar begin het;

(4) Upon termination of employment, the employer shall pay to an employee, other than a casual employee—

- (a) his full pay in respect of any period of leave which has accrued to him in terms of sub-clause (1) but was not granted before the date of termination of the employment;
- (b) one-fifth of the weekly remuneration which he was receiving immediately prior to the date of such termination in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1), or in the case of an employee who has been employed for less than twelve (12) months, after the date of commencement of his employment;
- (c) and, in addition, one-quarter of a day's pay for every week or part of a week of any uncompleted month of employment.

For the purposes of this sub-clause, an employee's "full pay" shall be calculated at the rate of remuneration he was receiving immediately prior to the termination of his employment or the rate of remuneration he was receiving at the date he became entitled to leave in terms of sub-clause (1).

(5) *Public Holidays.*—In addition to the leave prescribed in sub-clause (1), if an employee, other than a watchman, does not work on Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, Easter Monday, Ascension Day or Kruger Day, he shall be paid in respect of such day not less than one day's remuneration at the rate of remuneration he was receiving immediately prior to such day; provided that if any such day falls on a Saturday or a Sunday, the Monday following such Saturday or Sunday shall be deemed to be a public holiday for the purpose of this Agreement.

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

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

amounting in the aggregate to not more than eight weeks in any year in respect of items (a), (c) and (d) plus any military training and shall be deemed to commence—

- (i) in the case of an employee who was employed prior to the date of commencement of this Agreement from the date when such employee last became entitled to leave under the industrial agreement of the said Industrial Council published in Government Notice No. 612 of 3rd October, 1958, as amended by Government Notice No. 586 of 24th April, 1959, extended by Government Notice No. 587 of 24th April, 1959, and further amended by Government Notice No. 6352 of 15th January, 1960, or the date of engagement whichever date is the later;
- (ii) in the case of an employee engaged on or after the date of coming into operation of this Agreement from the date of such engagement;

(7) An employee—

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

shall upon such termination in December—

- (i) if he has been employed by the same employer continuously throughout the period from any date in January of the same calendar year up to the date of such termination, be deemed to have completed a year of employment in terms of sub-section (1) and shall be paid in respect thereof the full annual leave pay prescribed by that sub-section, together with one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day and New Year's Day in respect of which payment has not already been made to him; provided that if annual leave has been granted to him in terms of sub-section (1) during the said period, a deduction shall be made proportionate to the months of service within the said period in respect of which leave has already been granted to him;
- (ii) if he has been employed by the same employer for a total period of five months, either continuously or in the aggregate in the same calendar year, calculated up to the 30th day of November in such year, be paid in addition to any leave payable to him in terms of sub-section (4), one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day and New Year's Day, in respect of which payment has not already been made to him.

(8) An employee—

- (a) whose employment is terminated in December in any year; and
- (b) whose employment with the same employer commenced prior to the first day of July in the same calendar year; and

(c) na ontslag binne een week na die datum van sodanige ontslag by dieselfde werkgever hervat word; en

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

word dit beskou dat hy vir die toepassing van paragraaf (ii) van subklousule (7) vir 'n tydperk van vyf maande altesaam in diens was.

Ondanks andersluidende bepalings in hierdie klousule, kan enige werkgever verkies om sy fabriek vir 'n tydperk van 12 agtereenvolgende werkdade gedurende Desember en/of Januarie vir jaarlikse verlof te sluit, wanneer alle werknemers genoem in klousule 7 (1) (b) soos volg besoldig moet word:—

(a) As 12 opeenvolgende maande diens sedert die aanvang van hul jongste jaarlikse verlof voltooi is, die ekwivalent van 12 dae se besoldiging teen die loonskaal plus lewenskostoelae wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het, plus 'n dag se besoldiging en lewenskostoelae vir elke openbare vakansiedag genoem in subklousule (5) wat binne die tydperk van jaarlikse verlof voorkom;

(b) as minder as 12 maande diens voltooi is wanneer die fabriek sluit, die ekwivalent van een dag se besoldiging vir elke voltooide maand diens teen die loonskaal plus lewenskostoelae wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het en vir enige openbare vakansiedae genoem in subklousule (5) wat gedurende die tydperk voorkom wanneer die fabriek ingevolge hierdie subklousule gesluit is, moet soos in paragraaf (a) van hierdie subklousule bepaal, betaal word.

8. SIEKTEVERLOF.

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

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

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

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

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

(3) Die bepalings van subklousule (1) van hierdie klousule is nie van toepassing op werknemers wat lede van die Siektebystandfonds vir die Chemikalieënywerheid is terwyl dit geldig is nie.

9. HANDELSREISIGERS EN KOMMISSIEWERK.

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

(a) die kommissieskaal of -skale en betalingsvoorwaardes;

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

(c) die gebied waarbinne daar van die handelsreisiger vereis of hy toegelaat word om te werk;

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

(e) die dag waarop die kommissie betaal moet word ten opsigte van bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het; met dien verstande dat sodanige betaaldag op of voor die 15de dag val van die kalendermaand, wat volg op die maand waarin diens beëindig is.

(2) Die bepalings van die Ooreenkoms genoem in subklousule (1) mag nie minder gunstig vir die reisiger wees nie as die bepalings van hierdie Nywerheidsooreenkoms; met dien verstande dat die datum van betaling van besoldiging aan 'n reisiger op kommissiewerk ooreenkomstig die ooreenkoms moet wees wat in subklousule (1) genoem word, en die bepalings van klousule 5 (1) van hierdie Nywerheidsooreenkoms is nie van toepassing op sodanige betaling nie.

(3) Behoudens die bepalings van klousule 5 (7) moet 'n werkgever sy handelsreisiger op kommissiewerk vir 'n tydperk besoldiging betaal teen die skaal waaroor hulle ooreengekom het, met dien verstande dat die werkgever die handelsreisiger ongeag die getal of waarde van bestellings wat die werkgever aanvaar het minstens die maandloon moet betaal wat in klousule 4 vir 'n handelsreisiger met sy ondervinding voorgeskryf is ten opsigte van elke maand waarin kommissiewerk verrig word.

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

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

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

shall be deemed to have been employed for a total period of five months in terms of paragraph (ii) of sub-section (7).

Notwithstanding anything to the contrary contained in this clause any employer may elect to close his factory for a period of 12 consecutive working days during December and/or January for annual leave, when all employees referred to in clause 7 (1) (b) shall be paid—

(a) if twelve months of continuous employment have been completed since the commencement of their last annual leave, the equivalent of 12 days' pay at the rate of wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave, plus a day's pay and cost of living allowance for each public holiday referred to in sub-clause (5) which may occur within the period of annual leave;

(b) if less than 12 months of employment have been completed when the factory closes, the equivalent of one day's pay for each completed month of employment at the rate of wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave and any public holidays such as referred to in sub-clause (5) which may occur during the period the factory is closed in terms of this sub-clause shall be remunerated as provided in paragraph (a) of this sub-clause.

8. SICK LEAVE.

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

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

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

shall be entitled to and granted sick leave not exceeding 10 working days in the aggregate in any one year of employment, and shall be paid in respect of each working day thereof not less than one-fifth of the weekly remuneration which he was receiving immediately before the date of such leave; provided that an employer may require his employee to produce a medical certificate in proof of incapacity for work, signed by a registered medical practitioner in respect of any absence in excess of two days.

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

(3) The provisions of sub-clause (1) of this clause shall not apply to employees who are members of the Chemical Manufacturing Industry Sick Benefit Fund during its tenure.

9. TRAVELLERS AND COMMISSION WORK.

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

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

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

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

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

(e) the day of lodgment of commission in respect of orders accepted by the employer before termination of the contract of employment; provided that such day of payment shall be not later than the 15th day of the calendar month succeeding the month during which employment was terminated.

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

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

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

10. UNIFORMS OF OORPAKKE.

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

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

Was van 'n stofjas of witjas: 7½ sent.

Was van 'n ketelpak: 15 sent.

11. DIENSSERTIFIKAAT.

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

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

(3) 'n Werkgewer moet aan die einde van elke maand, ten opsigte van sodanige maand, 'n verslag inlewer van indiensnemings en diensbeëindigings wat in die vorm van Aanhangsel C by hierdie Ooreenkoms moet wees. Die werkgewer moet die volledige besonderhede invul soos voorgeskryf in Aanhangsel C ten opsigte van alle persone wat gedurende die maand in diens geneem is, en ook die volledige besonderhede van alle persone wie se diens gedurende daardie maand beëindig is, en die verslag voor of op die vyftiende (15de) dag van elke maand aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, pos. Indien daar geen indiensnemings of diensbeëindigings is nie, moet bogenoemde verslag, met die woord „GEEN” dwarsoor elke kolom geskryf voor of op die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word.

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

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

13. VRYSTELLINGS.

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

(a) vir noodwerk;

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

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

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

(a) Die naam voluit van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word, in volgorde nommer;

(b) van elke sertifikaat wat uitgereik word 'n afskrif hou; en

(c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

10. UNIFORMS OR OVERALLS.

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

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

Laundering a dust coat or a white coat: 7½ cents.

Laundering a boiler suit: 15 cents.

11. CERTIFICATE OF SERVICE.

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

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

(3) An employer shall, at the end of every month, render a report of engagements and terminations in respect of such month, which shall be in the form of Annexure C to this Agreement. The employer shall enter the full details as prescribed on the form Annexure C in respect of all persons who are engaged during that month, and shall also enter the full details of all persons whose services have terminated during that month.

The report shall be forwarded to the Secretary of the Council, P.O. Box 4581, Johannesburg, by not later than the fifteenth (15th) day of each month.

When there are on engagements or terminations the report referred to above must still be forwarded to the Secretary of the Council by not later than the fifteenth (15th) day of each month with the word “NIL” endorsed across each column.

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

An employer shall not employ any person under the age of 15 years.

13. EXEMPTIONS.

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

(a) which is necessitated by an emergency, or

(b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) The Council shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

(a) the full name of the person concerned;

(b) the provisions of this Agreement from which such exemption is granted; and

(c) the conditions subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet werkgewers op elke betaaldag die volgende aftrek:—

- (1) Ten opsigte van werknemers wat by die week betaal word—
 - (a) een sent van die verdienste van elkeen van sy werknemers wat 'n loon tot en met R8.75 per week ontvang;
 - (b) drie sent van die verdienste van elkeen van sy werknemers wat 'n loon van meer as R8.75 en tot en met R14.80 per week ontvang;
 - (c) ses sent van die verdienste van elkeen van sy werknemers wat 'n loon van meer as R14.80 per week ontvang.
- (2) Ten opsigte van werknemers wat by die maand betaal word—
 - (a) vier sent van die verdienste van elkeen van sy werknemers wat 'n loon van tot en met R37.92 per maand ontvang;
 - (b) 13 sent van die verdienste van elkeen van sy werknemers wat 'n loon van meer as R37.92 en tot en met R64.13 per maand ontvang;
 - (c) 26 sent van die verdienste van elkeen van sy werknemers wat 'n loon van meer as R64.13 per maand ontvang;
- (3) By die totaal van die bedrae wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, stuur, of by 'n ander adres waarvan die Raad werkgewers skriftelik in kennis moet stel.

15. GETALLEVERHOUDING.

- (1) *Chemietegnikus*.—'n Werkgewer mag nie 'n ongekwalfiseerde chemietegnikus in diens neem nie tensy hy 'n chemietegnikus in diens het, en vir elke chemietegnikus in sy diens mag hy hoogstens een ongekwalfiseerde chemietegnikus in diens neem; met dien verstande dat 'n chemikus of apteker en drogis vir die toepassing van hierdie subklousule as 'n gekwalfiseerde chemietegnikus beskou mag word.
- (2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalfiseerde versendingsklerk in sy diens hê voordat hy 'n ongekwalfiseerde versendingsklerk in diens mag neem, en hy mag hoogstens drie ongekwalfiseerde versendingsklerke in diens neem vir elke gekwalfiseerde versendingsklerk by hom in diens.
- (3) *Vroulike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalfiseerde vroulike klerk in diens neem nie tensy hy 'n gekwalfiseerde vroulike of manlike klerklike werknemer in diens het, en vir elke gekwalfiseerde vroulike klerklike werknemer in sy diens mag hy hoogstens een ongekwalfiseerde vroulike klerklike werknemer in diens neem.
- (4) *Manlike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalfiseerde manlike klerklike werknemer in diens neem nie tensy hy 'n gekwalfiseerde manlike klerklike werknemer in diens het, en vir elke gekwalfiseerde manlike klerklike werknemer in sy diens mag hy hoogstens een ongekwalfiseerde manlike of vroulike klerklike werknemer in diens neem.
- (5) *Graad I-werknemer*.—'n Werkgewer moet 'n gekwalfiseerde graad I-werknemer in diens hê voordat hy 'n ongekwalfiseerde graad I-werknemer in diens neem, en vir elke gekwalfiseerde graad I-werknemer by hom in diens mag hy hoogstens een ongekwalfiseerde graad I-werknemer in diens neem.
- (6) Vir die toepassing van hierdie klousule mag 'n ongekwalfiseerde werknemer, genoem in subklousule (1) tot (5), wat minstens die loon ontvang wat voorgeskryf is vir 'n gekwalfiseerde werknemer, in dieselfde subklousules genoem, as 'n gekwalfiseerde werknemer beskou word.

16. BEÏNDIGING VAN DIENSKONTRAK.

- (1) Behoudens—
 - (a) die reg van 'n werkgewer of werknemer om die dienskontrak om 'n rede wat by wet as voldoende erken word, sonder kennisgewing op te sê; en
 - (b) 'n geskrewe ooreenkoms tussen werkgewer en werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing;
 moet 'n werkgewer of 'n werknemer wat 'n dienskontrak wil beëindig, in die geval van 'n werknemer wat by die week betaal word, minstens een week en in die geval van 'n werknemer wat by die maand betaal word, twee (2) weke skriftelik kennis van sy voorneme gee.
- (2) As 'n werkgewer of werknemer versuim om kennis te gee soos in subklousule (1) hiervan voorgeskryf word, moet onderstaande deur die werkgewer betaal of deur die werknemer verbeur word:—
 - (a) In die geval van 'n werknemer wat by die week betaal word, die volle weekloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het; en
 - (b) in die geval van 'n werknemer wat by die maand betaal word, dubbel die weekloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het.
- (3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien die bedrag wat hy 'n werknemer aan loon verskuldig is, onvoldoende is om die bedrag te dek wat volgens subklousule (2) verbeur word, die tekort aan te suiwer uit enige ander voordele wat op die werknemer se naam oploop op die tydstop wanneer hy wegdroes, en vir die toepassing

14. EXPENSES OF THE COUNCIL.

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

- (1) in respect of employees paid weekly—
 - (a) one cent from the earnings of each of his employees who is in receipt of a wage of up to and including R8.75 per week;
 - (b) three cents from the earnings of each of his employees who is in receipt of a wage of over R8.75 per week and up to and including R14.80 per week;
 - (c) six cents from the earnings of each of his employees who is in receipt of a wage of over R14.80 per week;
- (2) in respect of employees paid by the month—
 - (a) four cents from the earnings of each of his employees who is in receipt of a wage of up to and including R37.92 per month;
 - (b) 13 cents from the earnings of each of his employees who is in receipt of over R37.92 per month and up to and including R64.13 per month;
 - (c) 26 cents from the earnings of each of his employees who is in receipt of a wage of over R64.13 per month.
- (3) To the aggregate of the amounts so deducted the employer shall add an equal amount, and shall forward by not later than the 15th day of the month following the month in respect of which the deductions were made the total sum to the Secretary of the Industrial Council at the address P.O. Box 4581, Johannesburg, or at such other address as the Council may notify the employers in writing.

15. RATIO OR PROPORTION.

- (1) *Chemical Technician*.—An employer shall not employ a chemical technician, unqualified, unless he has in his employ a chemical technician, and for each chemical technician employed not more than one chemical technician, unqualified, may be employed by him; provided that for the purposes of this sub-clause a chemist or a chemist and druggist may be deemed to be a chemical technician.
- (2) *Despatch Clerk*.—An employer shall employ a qualified despatch clerk before he may employ an unqualified despatch clerk, and he shall not employ more than three unqualified despatch clerks for each qualified despatch clerk employed by him.
- (3) *Female Clerical Employee*.—An employer shall not employ an unqualified female clerical employee, unless he has in his employ a qualified female or male clerical employee, and for each qualified female clerical employee employed not more than one unqualified female clerical employee may be employed by him.
- (4) *Male Clerical Employee*.—An employer shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee, and for each qualified male clerical employee employed not more than one unqualified female or male clerical employee may be employed by him.
- (5) *Grade I Employee*.—An employer shall employ a qualified grade I employee before he may employ an unqualified grade I employee, and he shall not employ more than one unqualified grade I employee for each qualified grade I employee employed by him.
- (6) For the purposes if this clause, an unqualified employee referred to in sub-clauses (1) to (5), who is receiving not less than the wage prescribed for a qualified employee referred to in the same sub-clauses, may be deemed to be a qualified employee.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

- (1) Subject to—
 - (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
 - (b) the provisions of any written agreement between employer and employee, stipulating for a period of notice in excess of that provided for herein;
 an employer or his employee shall give notice, in writing, of his intention to terminate a contract of service of not less than one (1) week in the case of a weekly-paid employee, and two (2) weeks in the case of a monthly-paid employee.
- (2) In the event of an employer or an employee failing to give notice as prescribed in sub-clause (1) hereof, the employer shall pay or the employee shall forfeit—
 - (a) in the case of a weekly-paid employee, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination; and
 - (b) in the case of a monthly-paid employee, an amount equal to double the weekly remuneration which the employee was receiving immediately prior to the date of such termination.
- (3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clause (2), the employer shall be entitled to recover such amount from other benefits, if any, which were in the process of accrual to such employee at the time of his desertion; and for the purpose of this sub-clause any

van hierdie subklousule word 'n bedrag wat die werknemer ingevolge klousule 7 (4) van hierdie Ooreenkoms toekom, ook beskou as 'n voordeel wat aan die oploop is.

(4) Die kennisgewing voorgeskryf in subklousule (1) mag nie met die jaarlikse verlof, met siekteverlof of militêre opleiding saamval nie.

(5) Die kennisgewing genoem in subklousule (1) word gegee—

(a) in die geval van 'n werknemer wat wekklis betaal word, om vanaf die gewone betaaldag van die inrigting in werking te tree; en

(b) in die geval van 'n werknemer wat maandeliks betaal word, op of voor die eerste of die vyftiende dag van die kalendermaand.

17. DIE ORGANISEER VAN WERKNEMERS.

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

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

19. AGENTE.

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

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

20. VERTONING VAN OOREENKOMS.

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

21. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS.

'n Werkgewer moet elkeen van sy werknemers vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, by 'n betroubare brandversekeringsmaatskappy verseker hou teen die beskadiging van sy klere en persoonlike besittings deur brand op die werkgewer se perseel en die skade of verlies weens so 'n brand word vir versekeringsdoeleindes tot twintig rand (R20) per werknemer beperk.

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

Namens die partye op hede die 21ste dag van Maart 1961 onderteken.

G. A. P. DIENST,
Voorsitter van die Raad.

L. J. COOMBS,
Ondervoorsitter van die Raad.

C. A. PAPPAS,
Sekretaris van die Raad.

payment which may be due to an employee in terms of clause 7 (4) of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(5) The notice referred to in sub-clause (1) shall be given—

(a) in the case of a weekly-paid employee, to take effect from the usual pay-day of the establishment; and

(b) in the case of a monthly-paid employee on or before the first or the fifteenth day of a calendar month.

17. ORGANISATION OF EMPLOYEES.

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. AGENTS.

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

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

20. EXHIBITION OF AGREEMENT.

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

21. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS.

Every employer shall insure and keep insured with a well-established and reputable fire insurance company each and every one of his employees for whom wages and conditions of employment are prescribed in this Agreement against the loss or damage to his clothing and personal effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to twenty rand (R20) in respect of each employee.

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

Signed on behalf of the parties on this 21st day of March, 1961.

G. A. P. DIENST,
Chairman of the Council.

L. J. COOMBS,
Vice-Chairman of the Council.

C. A. PAPPAS,
Secretary of the Council.

AANHANGSEL A. [Klousule 5 (3).]

NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID.

Naam van werkgewer.....

Naam van werknemer..... Werk..... No.....

Datum van betaaldag.....

Gewone ure (.....uur).....

Oortyd:uur @per uur.....

.....uur @per uur.....

Jaarlikse vakansieverlof.....

Betaling i.p.v. kennisgewing.....

Min gemagtigde aftrekkings:

Nywerheidsraad.....

Werkloosheidversekering.....

Vakvereniginggelde.....

R	c

NETTO BEDRAG VAN LOON INGESLUIT.....

ANNEXURE A.
[Clause 5 (3)].

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

Name of employer _____
 Name of employee _____ Occupation _____ No. _____
 Date of pay day _____

Ordinary hours (_____ hours).....
 Overtime: _____ hours @ _____ per hour.....
 _____ hours @ _____ per hour.....
 Annual holiday leave.....
 Payment in lieu of notice.....

Less authorised deductions:

Industrial Council.....
 Unemployment Insurance.....
 Union Fees.....

R	c

NET AMOUNT OF PAY ENCLOSED.....

AANHANGSEL B.
[Klousule 11 (2).]

Familienaam _____ Voornaam _____ Registrasienommer _____
 Adres _____ Nuwe adres _____
 Nuwe adres _____

REKORD VAN ONDERVINDING.

Op _____ 196 _____ jaar _____ maande. Minimum loon _____

Naam van fabriek.	Datum van indiensneming.	Soort werk.	Loon.	Datum van vertrek.	Loon.	Tydperk.

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

Handtekening van werknemer _____

ANNEXURE B.
[Clause 11 (2)].

Surname _____ First name _____ Reg. No. _____
 Address _____ New address _____
 New address _____

RECORD OF EXPERIENCE.

As at _____ 196 _____ years _____ months. Minimum wage _____

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

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

Signature of Employee _____

ANNEXURE D.
[Clause 4 (4).]

DIFFERENTIAL WAGES BOOK.

Week ending _____

Name _____

Operation.	Time Started.		Time Finished.		Total Time.		Rate.	Wages Payable.		Initials.		Day.	Remarks.
	Hrs.	Mins.	Hrs.	Mins.	Hrs.	Mins.		R	c	Foreman.	Operator.		
TOTAL WAGES EARNED.....R													

This book must be entered in indelible pencil.

Foreman and operator must sign for actual time worked on each operation.

No. 439.] [18 Augustus 1961.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.CHEMIKALIEËNYWERHEID (WITWATERSRAND
EN PRETORIA).

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid (Witwatersrand en Pretoria), gepubliseer by Goewermmentskennisgewing No. 438 van 18 Augustus 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op-Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 440.] [18 Augustus 1961.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.CHEMIKALIEËNYWERHEID (WITWATERSRAND
EN PRETORIA).

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmatreël No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalinge van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Chemikalieënywerheid (Witwatersrand en Pretoria) wat by Goewermmentskennisgewing No. 438 van 18 Augustus 1961 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 439.] [18 August 1961.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.CHEMICAL MANUFACTURING INDUSTRY
(WITWATERSRAND AND PRETORIA).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Chemical Manufacturing Industry (Witwatersrand and Pretoria), published under Government Notice No. 438 of the 18th August, 1961, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 440.] [18 August 1961.]

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.CHEMICAL MANUFACTURING INDUSTRY
(WITWATERSRAND AND PRETORIA).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Chemical Manufacturing Industry (Witwatersrand and Pretoria), published under Government Notice No. 438 of 18 August, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

No. 441.]

[18 Augustus 1961.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

INTREKKING VAN GOEWERMENSKENNISGEWING.

CHEMIKALIEËNYWERHEID (WITWATERSRAND EN PRETORIA).

Namens die Minister van Arbeid, trek ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (5) van artikel *ag-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermenskennisgewing No. 115 van 23 Junie 1961 vanaf 28 Augustus 1961 in.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 441.]

[18 August 1961.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CANCELLATION OF GOVERNMENT NOTICE.

CHEMICAL MANUFACTURING INDUSTRY (WITWATERSRAND AND PRETORIA).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby, in terms of sub-section (5) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. 115 of the 23rd June, 1961, as from 28th August, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

DEPARTEMENT VAN POS-EN-TELEGRAAFWESE.

POSTARIEWE
NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaai.....	½c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.
Pakkette (gewone).....	Tot 8 onse..... 5c Bo 8 onse tot 2 lb..... 10c Bo 2 lb. tot 7 lb..... 30c Bo 7 lb. tot 11 lb..... 60c Bo 11 lb. tot 22 lb..... R1.10
Pakkette (landbou).....	2½c per lb.
Pakkette (lugpos).....	10c per ½ lb.
* K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c Vir elke bykomende R2 of gedeelte daarvan..... 2½c
† Pakketversekeringsgeld:	Versekeringsgelde. Maksimum vergoeding. 5c R10 6c R20 plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.
Registrasiegeld.....	5c per posstuk.
Spoebestelgeld.....	Hanteerkoste... 5c Afleweringskoste 5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriefvorms (lugbriewe), drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika (Suidwes-Afrika, Basoetoland, Betsjoenalandprotektoraat, Swaziland, Angola, Kongolese Republiek (voorheen Belgiese Kongo), Federasie van Rhodesië en Njassaland, Frans-Kameroen, Frans-Ekwatoriaal-Afrika (Gaboen, Republiek van; Kongo, Republiek van; Sentraal-Afrika, Republiek van; Tsaad, Republiek van), Madagaskar, Mosambiek, Kenja, Uganda en Tanganjika is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Uganda en Tanganjika, Mosambiek en die Federasie.

† 'n Versekerde pakketdiens is ook beskikbaar na die Federasie. Pakkette vir dié bestemming kan egter nie vir meer as R120 versker word nie.

DEPARTMENT OF POSTS AND TELEGRAPHS.

POSTAGE RATES
TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail)....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail)..	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed Papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.
Parcels (ordinary).....	Up to 8 oz..... 5c Above 8 oz. up to 2 lb.... 10c Above 2 lb. up to 7 lb.... 30c Above 7 lb. up to 11 lb... 60c Above 11 lb. up to 22 lb.. R1.1
Parcels (agricultural)	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
* Cash on delivery fees..	For trade charges up to and including R2..... 15c For each additional R2 or part thereof..... 2½c
† Parcel insurance fees....	Fee. Limits of compensation 5c R10 6c R20 Plus 1c for each additional R20 or part thereof up to a maximum of R400
Registration fee.....	5c per article.
Express delivery fees....	Handling charge 5c Delivery charge 5c per mile or part of a mile.

N.B.—The postage rates on letters, postcards, air letter forms (aerogrammes), printed papers, commercial papers and samples to destinations in the African Postal Union (South West Africa, Basutoland, Bechuanaland Protectorate, Swaziland, Angola, Congolese Republic (formerly Belgian Congo), Federation of Rhodesia and Nyasaland, French Cameroons, French Equatorial Africa (Central African Republic), Chad, Republic of; Congo, Republic of; and Gabon Republic), Madagascar, Mozambique, Kenya, Uganda and Tanganyika), are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Uganda and Tanganyika, Mozambique and the Federation.

† An insured parcel service is also available to the Federation. Parcel for this destination cannot, however, be insured for more than R120.

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