

EXTRAORDINARY



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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1420.] [8 June 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

CEMENT MANUFACTURING INDUSTRY, PIKETBERG.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) of section forty-eight of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cement Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employer and trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section forty-eight of the said Act, declare, that the provisions contained in clauses 2 to 14 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending one year from the said second Monday, upon the other employees engaged or employed in the said Industry in the Magisterial District of Piketberg.

P. O. SAUER,
Acting Minister of Labour.

SCHEDULE.

CEMENT INDUSTRY.

AGREEMENT

between
Messrs. The Cape Portland Cement Company, Limited,
and
The National Cement Employees' Union,
in respect of conditions of employment at De Hoek.

1. SCOPE AND PERIOD OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed by the Cape Portland Cement Company, Limited, in the Magisterial District of Piketberg, and by all members of the National Cement Employees' Union who are employed by the said Company in the said area and for whom wages are prescribed in this Agreement.

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GOEWERMEMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1420.] [8 Junie 1951.
NYWERHEID-VERSOENINGSWET, 1937.

SEMENTVERVAARDIGINGSNYWERHEID,
PIKETBERG.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel agt-en-veertig van die Nywerheids-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Sementvervaardigingsnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf gesegde tweede Maandag, bindend is op die werkgever en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 14 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf gesegde tweede Maandag, bindend is op die ander werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Piketberg.

P. O. SAUER,
Waarnemende Minister van Arbeid.

BYLAE.

SEMENTNYWERHEID.

OOREENKOMS.

tussen
„The Cape Portland Cement Coy., Limited”,
en
„The National Cement Employees' Union”,
ten opsigte van diensvoorwaarde op De Hoek.

1. BESTEK EN TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrik Piketberg nagekom word deur die „Cape Portland Cement Coy., Limited” en deur alle lede van die „National Cement Employees' Union” wat by die genoemde maatskappy in die genoemde gebied in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

This Agreement shall come into operation as and from the date fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in force for a period of one year thereafter or until such date as may be decided by him.

2. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in section 2 of Wage Determination No. 122 shall have the meaning assigned to it in the Determination.

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is mainly or wholly engaged. Provided that in the case of an employee engaged in continuous process work in two different occupations for half the number of ordinary working hours per week in each such occupation, his classification for purposes of wage rates shall be the lower, but he shall be entitled to differential wages, according to his experience, when working in the higher grade.

3. WAGES AND COST OF LIVING ALLOWANCES.

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

	Basic Rates of Pay per Hour.		
	First 150 Shifts.	Second 150 Shifts.	Third 150 Shifts.
	s. d.	s. d.	s. d.
Burners.....	3 0	3 2	3 4
Millers or Rumbling Plant Attendant.....	2 7	2 9	2 11
Excavator Driver.....	2 7	2 9	2 11
Blasters.....	2 7	2 9	2 11
Truck Repairer.....	2 4	2 6	2 8
Calcinator and/or Hydroballer Attendant.....	2 3	2 4	2 5
Crane Driver.....	2 5	2 6	2 7
Motor Vehicle Driver.....	1 9	1 10	2 0
Despatch Clerk.....	2 9	2 11	3 1
Bagging Shed Assistant.....	2 2	2 3	2 4
Storeman.....	2 9	2 11	3 1
Power Station Attendant.....	3 4	3 6	3 6
Mechanics.....	3 8	3 8	3 8
Employees engaged on painting other than tarring and/or lime-washing.....	3 3	3 3	3 3

(2) *Special Provisions in Respect of Excavator Drivers Delegated to Tournapal Operations.*—The minimum basic wages shall be as provided in sub-section (1) above for excavator drivers, but in addition thereto tournapal drivers who have completed 50 shifts will receive a bonus of 2d. per hour. This bonus shall not be regarded as part of the basic rate for the purposes of cost of living allowances, overtime, sick pay or holiday bonus and shall be withdrawn whenever an excavator driver ceases to be required to drive a tournapal.

(3) *Long Service Allowance.*—In addition to the remuneration prescribed in this section an employee shall receive an extra ½d. per hour in respect of each completed period of five years of service with the employer.

(4) *Basis of Contract.*—For the purpose of this clause the basis of contract of an employee shall be weekly and save as is provided in sub-section (6) of this section and in section 4 (6) of Wage Determination No. 122 an employee shall be paid in respect of a week not less than his hourly rate prescribed in sub-section (1) read with sub-sections (2), (3) and (4) multiplied by 46 for an employee of his class whether he has worked the maximum number of ordinary hours prescribed in section 5 or less.

(5) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a higher rate of wages is prescribed in sub-clause (1), shall pay to such employee a wage applicable to that class for the whole day worked in that particular class according to his experience in that relative wage group.

(6) *Calculation of Number of Shifts.*—Where an employee is transferred to an operation carrying a higher rate of pay before he has qualified for the maximum in his former occupation, the shifts worked in the operation carrying the higher rate will count towards qualifying for the maximum rate in the lower paid operation in the event of the employee reverting to the latter.

The employer may start new employees in any operation and only experience with the employer shall count for the purposes of wage increments and/or service allowances. Provided, however, that the employee may count experience with an associate company as service.

(7) (a) *Cost of Living Allowances.*—Subject to the proviso that no employee shall be paid less than the allowance to which he would be entitled under War Measure No. 43 of 1942, as

Hierdie Ooreenkoms tree in werking met ingang van die datum wat deur die Minister van Arbeid vasgestel word kragtens artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, en bly van krag vir 'n tydperk van een jaar daarna of tot 'n datum wat deur hom vasgestel word.

2. WOORDBEPALING.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in artikel 2 van Loonvasstelling No. 122 bepaal is, dieselfde betekenis as wat in die loonvasstelling aan hulle toegeken word.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy tot daardie klas behoort waarin hy hoofsaaklik of uitsluitlik werksaam is. Met dien verstande dat in die geval van 'n werknemer wat vir twee verskillende klasse werk by ononderbroke prosesse werksaam is, en vir die helfte van die gewone werkeure per week vir elk van daardie soorte werk, sy indeling vir doeleindes van loonskale die laagste is, maar dat hy tot verskillende lone ooreenkomsig sy ervaring geregtig is wanneer hy in die hoër klas werk werksaam is.

3. LONE EN LEWENSKOSTETOELAES.

(1) *Minimum lone.*—Die minimum lone wat deur die werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is die volgende:—

	Basiese loonskaal per uur.		
	Eerste 150 skofte.	Tweede 150 skofte.	Derde 150 skofte.
	s. d.	s. d.	s. d.
Branders.....	3 0	3 2	3 4
Meulenaars of trommelmasjiënbieders.....	2 7	2 9	2 11
Uitgrawerbestuurder.....	2 7	2 9	2 11
Springstofwerker.....	2 7	2 9	2 11
Trokhersteller.....	2 4	2 6	2 8
Kalsinator- en/of droogmasjiënbieders.....	2 3	2 4	2 5
Kraandrywer.....	2 5	2 6	2 7
Motorvoertuigbestuurder.....	1 9	1 10	2 0
Versendingsklerk.....	2 9	2 11	3 1
Sakloodwerker.....	2 2	2 3	2 4
Magasynmeester.....	2 9	2 11	3 1
Kragstasiewerker.....	3 4	3 6	3 6
Werktuigkundige.....	3 8	3 8	3 8
Werknemers wat verf, maar nie teer of witkalk nie.....	3 3	3 3	3 3

(2) *Spesiale bepalings ten opsigte van uitgrawerbestuurders wat aangewys word om tournapal-werksaamhede te verrig.*—Die minimum basiese lone is die soos in subartikel (1) hierbo voorgeskryf vir uitgrawerbestuurders, maar boonop moet tournapal-bestuurders wat 50 skofte voltooi het, 'n bonus van 2d. per uur ontvang. Vir die doeleindes van lewenskostoeloes, oortyd, siektebetaling of verlofbonus, moet daardie bonus nie as deel van die basiese skaal beskou word nie en moet ingetrek word wanneer ook al nie langer van die uitgrawerbestuurder vereis word om 'n tournapal te bestuur nie.

(3) *Langdienstoelae.*—Boonop die besoldiging wat in hierdie artikel voorgeskryf word, moet 'n werknemer 'n ekstra ½d. per uur ontvang ten opsigte van elke volle tydperk van vyf jaar diens by die werkgever.

(4) *Kontrakbasis.*—Vir die doeleindes van hierdie klousule, is die basis van 'n werknemer se kontrak weekliks en behoudens soos bepaal in subartikel (6) van hierdie artikel en in artikel 4 (6) van Loonvasstelling No. 122, moet 'n werknemer ten opsigte van 'n week minstens sy uurloon soos vir 'n werknemer van sy klas voorgeskryf in subartikel (1), gelees tesaam met subartikels (2), (3) en (4), vermenigvuldig met 46, betaal word, of hy die maksimum getal gewone ure soos voorgeskryf in artikel 5, of minder gewerk het.

(5) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis, of hom toestaan, om tesaam vir langer as een uur op 'n dag ditsy behalwe sy eie werk, of in vervanging daarvan, werk van 'n ander klas te verrig waarvoor in subartikel (1) 'n hoër loonskaal voorgeskryf word, moet daardie werknemer vir die hele dag wat in daardie bepaalde klas gewerk is die loon betaal wat op daardie klas van toepassing is ooreenkomsig sy ervaring in daardie bepaalde loongroep.

(6) *Berekening van die getal skofte.*—Wanneer 'n werknemer na 'n werksaamheid oorgeplaas word waarvoor 'n hoër loonskaal van toepassing is, voordat hy vir die maksimum in sy vorige werksaamheid gekwalifiseer het, moet die skofte wat in die hoërbetaalde werksaamheid gewerk word meegereken word vir kwalifisering vir die maksimum loonskaal in die laerbetaalde werksaamheid ingeval die werknemer na die laasgenoemde terugverplaas word.

Die werkgever kan nuwe werknemers in enige werksaamheid te werk stel en alleen ervaring in diens by die werkgever word vir die doeleindes van loonsverhogings en/of dienstoeloes meegedel; met dien verstande ewewel dat die werkgever ervaring by 'n geassosieerde maatskappy as diens kan laat meetel.

(7) (a) *Lewenskostoeloes.*—Behoudens die voorbehoud dat geen werknemer minder betaal kan word as die toelae waarop hy geregtig sou wees kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens 'n dergelike maatreël

amended from time to time, or under any similar measure replacing same, the employer shall pay to each of his employees a cost of living allowance calculated as follows:—

The allowance shall be calculated on the 1st January, 1st April, 1st July and 1st October of each year in the light of the latest available official index figure showing the weighted average in relation to the Union of South Africa for the previous three months.

The allowances payable as from the 1st July, 1948, shall be—

	Per Month.
	£ s. d.
Married employees.....	11 0 0
Single employees.....	5 10 0

and these allowances shall be increased or decreased according to the rise and fall in the index figure.

No adjustment shall be made if the rise or fall is less than two points.

Absences on paid sick leave or on annual leave shall, for the purpose of payment of cost of living allowances count as time worked but no allowance shall be paid in respect of absences without pay in excess of one day at the request of the employee concerned.

Where a husband and wife are in the employ of the Company, the husband shall be entitled to the married and the wife to the single rate only.

The Company may at its discretion pay the married rate to single employees with dependants.

(b) The cost of living allowance shall be based on the index figures applicable in respect of the weighted average of the nine principal areas, in respect of food, fuel, light, rent and sundries, as follows:—

Basis, 1948.	Weighted Average of Nine Principal Areas
	1938=100.
March.....	144.5
April.....	145.1
May.....	146.7
	3)436.3
	145.4

and taken as 144, as from 1st July, 1948:—

	Per Month.
	£ s. d.
Married.....	11 0 0
Single.....	5 10 0

Subsequent adjustments shall be made quarterly on the 1st October, 1st January and 1st April.

This allowance shall be increased or decreased by 10s. per month and 5s. per month for married or unmarried employees respectively, for each completed two points rise or fall in the official price index figure above or below 144 points, as indicated below:—

Index Figures.	BASIS.	Payable from.
March.....	}	1st July.
April.....		
May.....		
June.....	}	1st October.
July.....		
August.....		
September.....	}	1st January.
October.....		
November.....		
December.....	}	1st April.
January.....		
Februaray.....		

(8) *Payment of Wages on Monthly Basis.*—Whenever the employer and an employee agree to the payment of wages on a monthly basis the monthly wage shall be calculated on a basis of four and one-third times the weekly wage.

4. PAYMENT OF REMUNERATION.

The provisions of section 4 of Wage Determination No. 122 shall be deemed to be incorporated in this Agreement to the extent to which they are not in conflict with the provisions of this Agreement.

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

(a) *Employees Engaged on Work not Involving a Declared Continuous Process.*—The provisions of section 5 of Wage Determination No. 122 shall be deemed to be incorporated and shall apply to such employees.

in vervanging daarvan, moet die werkgewer aan elkeen van sy werknemers 'n lewenskostetoelae betaal wat as volg bereken word:—

Die toelae moet bereken word op 1 Januarie, 1 April, 1 Julie en 1 Oktober van elke jaar met inagneming van die jongste beskikbare offisiële indekssyfer wat die beswaarde gemiddelde vir die Unie van Suid-Afrika vir die vorige drie maande aantoon.

Die toelaes wat met ingang van 1 Julie 1948 betaalbaar is, is soos volg:—

	Per maand.
	£ s. d.
Getroude werknemers.....	11 0 0
Ongetroude werknemers.....	5 10 0

en daardie toelaes moet ooreenkomstig die styging of daling van die indekssyfer verhoog of verlaag word.

Geen aanpassing vind plaas as die styging of daling minder as 2 punte is nie.

Afwesigheid met siekteverlof, of met jaarlikse verlof, word vir die doeleindes van betaling van lewenskostetoelaes gereken as tyd wat gewerk is, maar vir afwesigheid sonder betaling vir meer as een dag op versoek van die betrokke werknemer, word geen toelae betaal nie.

Wanneer 'n man en sy vrou albei in diens van die maatskappy is, is die man geregtig op die skaal vir getroude werknemers en die vrou slegs op die skaal vir ongetroude werknemers.

Die maatskappy kan, na goeddunke, die skaal vir getroude werknemers betaal aan ongetroude werknemers met afhanklikes.

(b) Die lewenskostetoelae moet gebaseer wees op die indekssyfers wat betrekking tot die beswaarde gemiddelde van die nege vernaamste gebiede ten opsigte van voedsel, brandstof, lig, huur en diverse, as volg:—

Basis 1948.	Beswaarde gemiddelde van die nege vernaamste gebiede
	1938=100.
Maart.....	144.5
April.....	145.1
Mei.....	146.7
	3)436.3
	145.4

en geneem word as 144 vanaf 1 Julie 1948:—

	Per maand.
	£ s. d.
Getroud.....	11 0 0
Ongetroud.....	5 10 0

Daaropvolgende aanpassings moet elke kwartaal op 1 Oktober, 1 Januarie en 1 April plaasvind.

Hierdie toelae moet met 10s. per maand en 5s. per maand, onderskeidelik vir getroude en ongetroude werknemers, verhoog of verlaag word vir elke 2 punte styging of daling in die offisiële prysindeks bo of onder 144 soos hieronder aangetoon:—

Indekssyfer.	BASIS.	Betaalbaar vanaf.
Maart.....	}	1 Julie.
April.....		
Mei.....		
Junie.....	}	1 Oktober.
Julie.....		
Augustus.....		
September.....	}	1 Januarie.
Oktober.....		
November.....		
Desember.....	}	1 April.
Januarie.....		
Februarie.....		

(8) *Betaling van lone op maandelikse basis.*—Wanneer die werkgewer en 'n werknemer ooreenkom om die loon op 'n maandelikse basis te betaal, dan moet die loon bereken word op die basis van vier en een-derde maal die weekloon.

4. BETALING VAN BESOLDIGING.

Dit word beskou dat die bepaling van artikel 4 van Loonvasstelling No. 122 in hierdie Ooreenkoms opgeneem is tot die mate waarin hulle nie met die bepaling van hierdie Ooreenkoms strydig is nie.

5. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD.

(a) *Werknemers wat nie by verklaarde ononderbroke prosesse werksaam is nie.*—Dit word beskou dat die bepaling van artikel 5 van Loonvasstelling No. 122 hierin opgeneem en op daardie werknemers van toepassing is.

Notwithstanding anything contained therein the employer undertakes to pay such employees for a minimum period of three hours overtime whenever they are called upon to work overtime for a lesser period between midnight and 6.0 a.m.

(b) *Employees Engaged on a Continuous Process.*—(i) The ordinary working week of employees engaged on a continuous process shall comprise—

- (a) 48 hours a week of six working days;
- (b) eight hours a day;

provided that the basic wage of the employee shall be calculated on the basis of a 46 hour week, i.e. the daily hours shall comprise eight hours at straight time on five days of the week and six hours at straight time and two hours at one and one-third times the ordinary rate of remuneration on the remaining day. All hours in excess of eight any day, or 48 any week to be paid for at the rate of one and one-third.

(ii) Where one of the six days to be worked falls on a Sunday, time and one-half will be payable in respect of all time worked on such day.

(iii) Where an employee engaged on a continuous process is required or permitted to work on the seventh day, i.e. his normal day off, he shall be paid at the rate of double time for all time so worked, subject to a minimum payment of not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employees in respect of each completed year of employment, three consecutive weeks' leave on full pay.

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

- (i) if such leave has not been granted earlier it shall be granted within two months of completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 7 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, the period of annual leave shall be reduced proportionately, and the public holiday or days falling within the annual leave period shall be added so that the period shall remain three weeks on full pay;
- (iv) annual leave shall be granted and taken in one unbroken period, provided that occasional leave granted on full pay at the employee's request during the year of employment to which it relates may be set off against annual leave.

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

(4) *Payment on Termination of Service Before Accrual of Annual Leave.*—(i) Save as provided in paragraph (ii) of this sub-section, an employee whose contract of service terminates in the first or any subsequent year of employment before the period of leave referred to in sub-section (1) has accrued, shall, upon such termination be paid in lieu of leave and in respect of each completed month of service during such uncompleted year not less than one and one-half times the weekly remuneration he was receiving immediately before the date of such termination divided by six.

(ii) Where an employee such as referred to in paragraph (i) of this sub-section is dismissed from service due to some cause recognised by law as justifying dismissal without notice or where such employee leaves without notice, the amount payable to him on termination of service shall be reduced to one-sixth of his weekly wage in respect of each completed month of service.

(5) *Payment on Termination of Service after Accrual of Annual Leave.*—An employee who has become entitled to a period of leave in terms of sub-section (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-sections (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 7;

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

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of Wage Determination No. 122 from the date on which such employee became entitled to such leave under such Determination;

Nieteenstaande andersluidende bepalinge daarin onderneem die werkgewer om dié werknemers vir 'n minimum tydperk van drie uur oortyd te betaal ingeval van hulle vereis word om vir 'n korter tyd oortyd tussen middernag en 6-uur vm. te werk.

(b) *Werknemers wat by 'n ononderbroke proses werksaam is.*—(i) Die gewone werkweek van werknemers wat by 'n ononderbroke proses werksaam is, is—

- (a) 48 uur in 'n week van 6 werkdag;
- (b) agt uur op 'n dag;

met dien verstande dat die basiese loon van die werknemer op die basis van 'n week van 46 uur bereken moet word, d.w.s. die daaglikse ure moet bestaan uit 8 uur regdeur teen gewone loon op vyf dae van die week en 6 uur regdeur teen gewone loon en 2 uur teen een-en-een-derde maal die gewone loon op die orige dag. Vir alle ure wat bo 8 op 'n dag, of 48 in 'n week, gewerk word, moet teen die skaal van een-en-een-derde maal die gewone loon betaal word.

(ii) Wanneer een van die ses dae wat gewerk moet word, op 'n Sondag val, dan moet ten opsigte van alle tyd wat op daardie dag gewerk word teen anderhalf maal die gewone loon betaal word.

(iii) Wanneer van 'n werknemer wat by 'n ononderbroke proses werksaam is, vereis of hy toegelaat word om op die 7de dag, d.w.s. sy gewone vrydag, te werk, moet hy tweekeer die loon betaal word vir tyd aldus gewerk, onderworpe aan 'n minimum betaling van minstens dubbel die besoldiging wat betaalbaar is ten opsigte van die tyd wat gewoonlik deur hom op 'n weekdag gewerk word.

6. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet die werkgewer sy werknemer ten opsigte van elke volle jaar diens drie agtereenvolgende weke verlof met volle betaling toestaan.

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

- (i) as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het toegestaan moet word;
- (ii) die tydperk van daardie verlof nie met siekteverlof wat kragtens klousule 7, of met 'n tydperk wanneer die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (iii) wanneer Nuwejaarsdag, Goede-Vrydag, Dinsdagsdag, of Kersdag binne die tydperk van daardie verlof val, die tydperk van jaarlikse verlof ooreenkomstig verminder moet word en die openbare vakansiedag, of -dae, wat binne die tydperk van jaarlikse verlof val toegevoeg moet word, sodat die tydperk drie weke met volle betaling bly;
- (vi) jaarlikse verlof moet in een ononderbroke tydperk toegestaan en geneem word, met dien verstande dat geleentheidsverlof met volle betaling wat op die werknemer se versoek gedurende die diensjaar waarop dit betrekking het toegestaan is, van die jaarlikse verlof afgetrek kan word.

(3) *Verlofsbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laaste werkdag voor die aanvang van daardie verlof betaal word.

(4) *Betaling by beëindiging van diens voordat die jaarlikse verlof verskuldig geword het.*—(i) Behoudens soos bepaal in paragraaf (ii) van hierdie subartikel, moet 'n werknemer wie se dienskontrak eindig in die eerste, of 'n volgende diensjaar voordat die tydperk van verlof soos voorgeskryf in subartikel (1) verskuldig geword het by daardie beëindiging in plaas van verlof en ten opsigte van elke volle maand diens gedurende daardie onvoltooide jaar minstens anderhalfmaal die weeklike besoldiging wat hy onmiddellik voor die datum van daardie beëindiging ontvang het, gedeel deur ses, betaal word.

(ii) Wanneer 'n werknemer, soos omskryf in paragraaf (i) van hierdie subartikel, uit sy diens ontslaan word weens 'n rede wat wetlik as voldoende erken word vir ontslag sonder voorafgaande opsegging, of wanneer daardie werknemer sonder voorafgaande opsegging sy diens verlaat, dan moet die bedrag wat aan hom by diensbeëindiging betaalbaar is, met een-sesde van sy weekloon verminder word ten opsigte van elke volle maand diens.

(5) *Betaling by beëindiging van diens nadat jaarlikse verlof verskuldig geword het.*—'n Werknemer wat geregtig geword het tot 'n tydperk van verlof kragtens subartikel (1) en wie se dienskontrak eindig voordat daardie verlof toegestaan is, moet by daardie beëindiging ten opsigte van verlof daardie bedrae betaal word soos voorgeskryf in subartikels (1) en (4).

(6) Vir die doeleindes van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk, of alle tydperke, insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las, of op versoek, van sy werkgewer van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 7 afwesig is;

wat tesaam hoogstens tien weke in 'n jaar kan bedra en beskou word dat dit begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens Loonvasstelling No. 122 geregtig geword het, van die datum waarop daardie werknemer op daardie verlof kragtens daardie vasstelling geregtig geword het;

(ii) *Employees Engaged on a Continuous Process.*—The provisions of sub-sections (1) and (2) of section 8 of Determination No. 122 shall be deemed to be incorporated in this Agreement and the provisions of sub-section 8 (4) (a) of the Determination shall only be deemed to be incorporated to the extent that they shall apply to the day of the week which is the employee's normal day off duty.

Where work is performed on a Sunday and such day does not constitute the employee's normal day off, then he shall be remunerated at one and one-half times his ordinary rate of remuneration in respect of all work performed on such Sunday.

9. PIECE OR TASK WORK.

The provisions of section 9 of Determination No. 122 shall be deemed to be incorporated in the Agreement.

10. OVERALLS AND PROTECTIVE CLOTHING.

The provisions of section 10 of Wage Determination No. 122 shall be deemed to be incorporated in the Agreement, but in case of the mechanics the employer undertakes to issue two overalls each per annum, regarding which the mechanics agree to accept responsibility for repairing and laundering. These overalls remain the employer's property and are to be returned in the event of termination of employment.

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

The provisions of section 11 of Determination No. 122 shall be deemed to be incorporated in the Agreement.

12. CERTIFICATE OF SERVICE.

The provisions of section 13 of Determination No. 122 shall be deemed to be incorporated in the Agreement.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

The provisions of section 13 of Determination No. 122 shall be deemed to be incorporated in the Agreement.

14. PENSION FUND.

It shall be a condition of service that employees join the pension fund sponsored by the employer and shall be bound by the rules of the said fund.

15. CLOSED SHOP.

The union agrees to the demand for a closed shop being dropped and the employer undertakes to inform non-members that the firm favours its employees becoming members of a recognised union.

16. WORKS COUNCIL.

The Works Council established under the provisions of clause 16, read with Annexure A of the Agreement contained in Government Notice No. 540, dated 25th March, 1949, is hereby continued.

17. GENERAL.

Both parties record that acceptance of this Agreement mark the reaching of complete agreement on all existing conditions of employment at the De Hoek factory for the duration of this Agreement.

Signed at Cape Town this 21st day of March, 1951.

GUY F. WATSON, *Chairman.*

J. S. VAN REENEN, *Secretary.*

R. F. H. HELLINGS,
for the Cape Portland Cement Co., Ltd.

S. N. MALCOLM,
for the National Cement Employees' Union.

* No. 1421.] [8 June 1951.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CEMENT MANUFACTURING INDUSTRY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Cement Manufacturing Industry, published under Government Notice No. 1420 of the 8th June, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

(ii) *Werknemers wat by ononderbroke prosesse werksaam is.*—Dit word beskou dat die bepalings van subartikel (1) en (2) van artikel 8 van Vasstelling No. 122 in hierdie Ooreenkoms opgeneem is en dat die bepalings van subartikel 8 (4) (a) alleen opgeneem is tot die mate waarin hulle van toepassing is op die dag van die week wat die werknemer se gewone vrye dag is.

Wanneer op Sondag gewerk word en daardie dag nie die werknemer se gewone vrye dag is nie, moet hy besoldig word teen anderhalfmaal sy gewone skaal van besoldiging vir alle werk wat op daardie Sondag verrig word.

9. STUKWERK OF TAAKWERK.

Dit word beskou dat die bepalings van artikel 9 van Vasstelling No. 122 in hierdie Ooreenkoms opgeneem is.

10. OORPAKKE EN BESKERMENDE KLERE.

Dit word beskou dat artikel 10 van Loonvasstelling No. 122 in die Ooreenkoms beliggaam is, maar in die geval van die werktuigkundiges onderneem die werkgever om twee oorpakke per jaar uit te reik en ten opsigte hiervan stem die werktuigkundiges in om verantwoordelikheid te neem vir die herstel en was daarvan. Hierdie oorpakke bly die eiendom van die werkgever en moet terug besorg word ingeval van diensbeëindiging.

11. VERBOD OP IN DIENS HÊ VAN 'N PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

Dit word beskou dat die bepalings van artikel 11 van Vasstelling No. 122 in die Ooreenkoms opgeneem is.

12. DIENSSERTIFIKAAT.

Dit word beskou dat die bepalings van artikel 13 van Vasstelling No. 122 in die Ooreenkoms opgeneem is.

13. BEÏNDIGING VAN DIENSKONTRAK.

Dit word beskou dat die bepalings van artikel 13 van Vasstelling No. 122 in die Ooreenkoms opgeneem is.

14. PENSIOENFONDS.

Dit is 'n diensvoorwaarde dat werknemers lid word van die pensioenfonds, wat deur die werkgever gewaarborg word, en aan die reglement van die genoemde fonds gebonde is.

15. GESLOTE BEDRYF.

Die vakvereniging stem toe om sy eis om 'n geslote bedryf te laat vaar en die werkgever onderneem om nie-lede in kennis te stel dat die maatskappy ten gunste daarvan is dat sy werknemers lid van die erkende vakvereniging word.

16. FABRIEKSRaad.

Die fabrieksraad wat ingevolge klousule 16, gelees tesame met aanhangsel A van die Ooreenkoms vervat in Goewermmentskennisgewing No. 540 van 25 Maart 1949, aangestel word, word hierby voortgesit.

17. ALGEMEEN.

Albei die partye boekstaaf hiermee dat aanvaarding van hierdie Ooreenkoms beteken dat volkome ooreenstemming bereik is op al die bestaande diensvoorwaardes in die De Hoek fabriek vir die termyn van hierdie Ooreenkoms.

Hede die 21ste dag van Maart 1951 in Kaapstad onderteken.

GUY F. WATSON, *Voorsitter.*

J. S. VAN REENEN, *Sekretaris.*

R. F. H. HELLINGS,
Vir die Cape Portland Cement Coy., Ltd.

S. N. MALCOLM,
Vir die National Cement Employees' Union.

* No. 1421.] [8 Junie 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

SEMENTVERVAARDIGINGSNYWERHEID.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Sementvervaardigingsnywerheid, bekendgemaak by Goewermmentskennisgewing No. 1420 van 8 Junie 1951, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

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