

D. van Blommestein



BUITENGEWONE

EXTRAORDINARY

UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

PLEASE RETURN TO

Staatstkoerant Government Gazette

(As 'n Nuusblad by die Anglo-American Corporation of S.A. LTD.)

(Registered at the Post Office as a Newspaper)

VOL. CLXXI.]

PRYS 6d.

PRETORIA,

6 FEBRUARIE 1953.
6 FEBRUARY

PRICE 6d.

[No. 5002.]

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 304.]

[6 February 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

SUIKERVERVAARDIGINGS- EN RAFFINEER-
NYWERHEID, NATAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Suikervervaardiging- en Raffineer-nywerheid van die tweede Maandag na die bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig op die 30ste dag van April 1955, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of verenigings is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms van genoemde tweede Maandag en vir die tydperk wat eindig op die 30ste dag van April 1955, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde Nywerheid in die magistraatsdistrikte Durban, Inanda, Laer Tugela, Pinetown, Port Shepstone, Umzinto, Mtunzini, Hlabisa, Eshowe, en Laer Umfolozi; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms van genoemde tweede Maandag en vir die tydperk wat eindig op die 30ste dag van April 1955, in die magistraatsdistrikte Durban, Inanda, Laer Tugela, Pinetown, Port Shepstone, Umzinto, Mtunzini, Hlabisa, Eshowe en Laer Umfolozi *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordoms krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 304.]

[6 February 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

SUGAR MANUFACTURING AND REFINING
INDUSTRY, NATAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Sugar Manufacturing and Refining Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of April, 1955, upon employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 20 (inclusive) of the said Agreement shall be binding from the said second Monday and for the period ending the 30th day of April, 1955, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda, Lower Tugela, Pinetown, Port Shepstone, Umzinto, Mtunzini, Hlabisa, Eshowe and Lower Umfolozi; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Lower Tugela, Pinetown, Port Shepstone, Umzinto, Mtunzini, Hlabisa, Eshowe and Lower Umfolozi, and from the said second Monday and for the period ending the 30th day of April, 1955, the provisions contained in clauses 3 to 20 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID.

OOREENKOMS

ingevolge die bepalings van Nywerheid-versoeningswet, 1937, aangegaan deur die

Sugar Manufacturing and Refining Employers' Association (hierna die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Engineering Union, en die

Sugar Industry Employees' Association,

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

wat die partye is by die Nywerheidsraad vir die Suikervervaardigings- en -raffineernywerheid.

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Suikervervaardigings- en -raffineernywerheid uitoefen, en deur alle werknemers wat lede van die vakverenigings is en in die genoemde nywerheid in die magistraatsdistrikte Hlabisa, Eshowe, Laer Umfolosi, Mtunzini, Laer Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet bepaal en bly van krag tot 30 April 1955, of vir die tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en wat in die Wet omskryf is, het dieselfde betekenis as in die Wet; 'n verwysing na 'n Wet sluit alle wysigings daarvan in en, tensy die teendeel blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy strydig met die inhoud, beteken—

„Wet”, die Nywerheid-Versoeningswet, 1937;

„ambagsman of werktuigkundige, met inbegrip van 'n takelaar,” 'n werknemer wat 'n leerkontrak kragtens die Wet op Vakleerlinge, of 'n leerkontrak deur die Nywerheidsraad erken, voltooi het; met diens verstande dat 'n werknemer wat vir 'n tydperk van minstens vyf jaar onafgebroke werk van 'n ambagsman verrig het, as 'n ambagsman beskou word indien hy ooreenkomstig hierdie Ooreenkoms werk van 'n ambagsman verrig;

„assistent- of bankchemikus, gediplomeer,” is 'n werknemer, uitgesonderd 'n toetser, wat chemiese werk verrig, met vyf jaar ervaring en wat die finale sertifikaat van die City and Guilds of London Technical Institute vir suikervervaardiging, of die finale sertifikaat vir suikertegnologie van die South African Sugar Technologists' Association, besit;

„assistent- of bankchemikus”, 'n werknemer, uitgesonderd 'n toetser, wat chemiese werk verrig, wat die chemikus behulpsaam is en wat in sy afwesigheid vir hom kan waarneem;

„assistent- of bankchemikus, gekwalifiseer,” 'n assistent- of bankchemikus met vyf jaar ervaring;

„assistent- of bankchemikus, ongekwalifiseer,” 'n assistent- of bankchemikus met minder as vyf jaar ervaring;

„assistent-voorman”, 'n werknemer wat die fabrieksvoorman behulpsaam is by die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarneem;

„assistent-voorman, gekwalifiseer,” 'n werknemer met minstens vyf jaar ervaring;

„assistent-voorman, ongekwalifiseer,” 'n werknemer met minder as vyf jaar ervaring;

„ketelbediener”, 'n werknemer wat onder toesig van 'n skofingenieur toesig het oor die stoomketels van 'n inrigting of 'n afdeling van 'n inrigting en wat daarvoor verantwoordelik is om die waterstand en stoomdruk van stoomketels op peil te hou;

„ketelbediener, gekwalifiseer,” 'n ketelbediener met 'n Regeringsertifikaat vir ketelbedieners;

„ketelbediener, ongekwalifiseer,” 'n ketelbediener wat nie 'n Regeringsertifikaat vir ketelbedieners besit nie;

„hoogmagasynmeester”, 'n werknemer wat die senior werknemer-in-bevel is van, en wat verantwoordelik is vir, die voorrade by 'n meul of raffinadery met 'n jaarlikse suikerproduksie van minstens 15,000 ton;

„chemiese werk”, die verrigting van chemiese manipulasies, die opstel, wysing of vasstelling van die formules van stowwe en die analitiese kontrole oor die chemiese prosesse wat brondstowwe of halfvervaardigde of klaarprodukte moet ondergaan;

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY.

AGREEMENT

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

The Sugar Manufacturing and Refining Employers' Association (hereinafter referred to as the “employers” or the “employers' organisation”), of the one part, and

The Amalgamated Engineering Union

and

The Sugar Industry Employees' Association (hereinafter referred to as the “employees” or the “trades unions”), of the other part,

being parties to the Industrial Council for the Sugar Manufacturing and Refining Industry.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed by all employers who are members of the employers' organization and are engaged in the Sugar Manufacturing and Refining Industry and by all employees who are members of the trades unions and are employed in the said Industry in the Magisterial Districts of Hlabisa, Eshowe, Lower Umfolosi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone, and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force until the 30th April, 1955, or for such other period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement, which are defined in the Act, shall have the same meanings as in that Act; a reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“artisan or mechanic, including rigger” means an employee who has completed a contract of apprenticeship under the Apprenticeship Act, or a contract of apprenticeship recognised by the Industrial Council, provided that an employee who has been continuously employed on artisan work for a period of not less than five years shall be regarded as an artisan if performing artisan's work in terms of this Agreement;

“assistant or bench chemist, certificated,” means an employee other than a tester engaged in chemical work who has had five years' experience and who holds either the Final Certificate of the City and Guilds of London Technical Institute, for sugar manufacture, or the Final Certificate of the South African Sugar Technologists' Association, in sugar technology;

“assistant or bench chemist” means an employee other than a tester engaged in chemical work who assists the chemist and who may act for him in his absence;

“assistant or bench chemist, qualified,” means an assistant or bench chemist who has had five years' experience;

“assistant or bench chemist, unqualified,” means an assistant or bench chemist who has had less than five years' experience;

“assistant overseer” means an employee who assists the factory overseer in the performance of his duties and who may act for him during his absence;

“assistant overseer, qualified,” means an employee who has had not less than five years' experience;

“assistant overseer, unqualified,” means an employee who has had less than five years' experience;

“boiler attendant” means an employee who, under the supervision of a shift engineer, is in charge of the boilers in an establishment or a department of an establishment, and who is responsible for the maintenance of the water level and steam pressure of boilers;

“boilers attendant, qualified,” means a boiler attendant who possesses a Government boiler attendant's certificate;

“boiler attendant, unqualified,” means a boiler attendant who does not possess a Government boiler attendant's certificate;

“chief storekeeper” means an employee who is the senior employee in charge of and responsible for stores at a mill or refinery where the annual output of sugar is not less than 15,000 tons;

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

„chemikus”, ’n werknemer, uitgesonderd ’n assistent- of bankchemikus, gediplomeer, en assistent- of bankchemikus, wat chemiese werk verrig;

„klerklike werknemer”, ’n werknemer, uitgesonderd ’n fabrieksklerk, wat skryf-, tik-, of enige ander soort klerklike werk verrig en sluit ’n magasynmeester, versendingsklerk en kassier in;

„gekwalfiseerde manlike klerklike werknemer”, ’n manlike klerklike werknemer met minstens vyf jaar ervaring;

„ongekwalfiseerde manlike klerklike werknemer”, ’n manlike klerklike werknemer met minder as vyf jaar ervaring;

„gekwalfiseerde vroulike klerklike werknemer”, ’n vroulike klerklike werknemer met minstens vier jaar ervaring;

„ongekwalfiseerde vroulike klerklike werknemer”, ’n vroulike klerklike werknemer met minder as vier jaar ervaring;

„Raad”, die Nywerheidsraad vir die Suikervervaardigings en Raffineernywerheid.

„klontjiesuikermaker”, ’n werknemer wat onder toesig van ’n fabrieksvoorman of assistent-fabrieksvoorman toesig het oor ’n masjien wat suiker in klontjies pers;

„inrigting”, enige perseel waarin die suikervervaardigings-en/of -raffineernywerheid uitgeoefen word;

„ervaring”, met betrekking tot ’n assistent-voorman, assistent- of bankchemikus, klerklike werknemer, suikerpankoker of lokomotiefmasjinis, die totale dien tydperk of -tydperk van ’n werknemer onderskeidelik as ’n assistent-voorman, assistent- of bankchemikus, klerklike werknemer, suikerpankoker, of lokomotiefmasjinis;

„fabrieksklerk”, ’n werknemer, behalwe ’n klerklike werknemer, wat onder toesig van ’n chemikus, klerklike werknemer, magasynmeester, assistent-magasynmeester of kampongbestuurder enige of meer van onderstaande werksaamhede verrig:—

- (a) Artikels nagaan of tel;
- (b) besonderhede betreffende trokke nagaan, tel of aanteken;
- (c) tye wat ’n werknemer ’n fabriek binnekom of verlaat, nagaan of aanteken;
- (d) in ander tale tolk of vertaal;
- (e) besonderhede betreffende rekvisisies vir of uitreiking van gereedskap of toerusting aanteken;
- (f) hoeveelhede aanteken;
- (g) artikels weeg of meet;

„fabrieksvoorman of skofingenieur”, ’n werknemer, behalwe ’n hoof-sirdar, wat toesig het oor die werknemers in ’n inrigting of ’n afdeling daarvan, wat beheer uitoefen oor sedanige werknemers en wat vir die behoorlike verrigting van hul werksaamhede verantwoordelik is;

„onderhoudwerker”, ’n werknemer wat nie ’n ambagsman soos, hierin omskryf, is nie, maar wat werk van ’n ambagsman kan verrig wanneer daar nie riet gemaal word nie;

„korttyd”, ’n tydelike vermindering van die getal gewone werkure as gevolg van algemene ontwrigting van installasie of masjinerie wat deur ongeluk, oorstrooming, of ander onvoorsiene noodgeval of deur slappe in die bedryf of tekort aan grondstowwe veroorsaak word;

„lêswerknemer”, ’n werknemer wat vir hoogstens drie dae in ’n week by dieselfde werkgever in diens is;

„magasynmeester”, ’n werknemer wat algemene toesig het oor voorrade en wat verantwoordelik is vir die ontvang, berging, verpakking of uitpak van goedere in ’n magasyn of pakhuis en/of aflewering van goedere uit ’n magasyn of pakhuis aan die verbruiksafdelings in ’n inrigting, of vir versending;

„suikervervaardigings- en -raffineernywerheid”, die nywerheid waarin werkgevers en werknemers verbonde is vir die vervaardiging en/of raffineer van suiker in inrigtings wat ingevolge die wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;

„suikerpankoker”, ’n werknemer met toesig oor ’n vakuumpan-wat hy ook bedien-van die tydstip waarop die stroop in die pan kom totdat die gekristalliseerde suiker gereed is om daaruit verwyder te word;

„suikerpankoker, gekwalfiseer”, ’n suikerpankoker met minstens drie jaar ervaring;

„suikerpankoker, ongekwalifiseer”, ’n suikerpankoker met minder as drie jaar ervaring;

„trokhersteller”, ’n werknemer wat herstellings of verstellings aan trokke of koekepanne verrig;

„loon”, gedeelte van die besoldiging wat ten opsigte van die gewone werkure, soos vasgestel in klousule 6, aan ’n werknemer in kontant betaal moet word;

„brugbalansbediener”, ’n werknemer, uitgesonderd ’n klerklike werknemer of fabrieksklerk, wat die brugbalans bedien, alle nodige besonderhede in verband met die trokke aanteken, met inbegrip van die gewig, inhoud, geadresseerde, soort riet, ens.;

„toets”, ’n werknemer wat onder toesig van ’n chemikus of assistent-chemikus monsters berei, eerste en roetienetoets uitvoer en die uitslag daarvan aanteken;

„chemist” means an employee other than an assistant or bench chemist, certificated, assistant or bench chemist engaged in chemical work;

„clerical employee” means an employee other than a factory clerk who is engaged in writing, typing or any other form of clerical work, and includes a storeman, despatch clerk and a cashier;

„clerical employee, male, qualified,” means a male clerical employee who has not less than five years’ experience;

„clerical employee, male unqualified,” means a male clerical employee who has had less than five years’ experience.

„clerical employee, female qualified,” means a female clerical employee who has had not less than four years’ experience;

„clerical employee, female, unqualified,” means a female clerical employee who has had less than four years’ experience;

„Council” means the Industrial Council for the Sugar, Manufacturing and Refining Industry;

„cube maker” means an employee who, under the supervision of a factory overseer or assistant factory overseer, is in charge of a machine which compresses sugar into cubes;

„establishment” means any premises on which the Sugar Manufacturing and/or Refining Industry is carried on;

„experience” means, in relation to an assistant overseer, assistant or bench chemist, clerical employee, sugar pan boiler, or locomotive driver, the total period or periods of employment which an employee has had as an assistant overseer, assistant or bench chemist, clerical employee, sugar pan boiler or locomotive driver;

„factory clerk” means an employee, other than a clerical employee, who under the supervision of a chemist, clerical employee, storeman, storeman’s assistant or compound manager performs any one or more of the following functions:—

- (a) Checking or counting articles;
- (b) checking, counting or recording particulars of trucks;
- (c) checking or recording times at which employees enter or leave a factory;
- (d) interpreting or translating languages;
- (e) recording particulars of requisitions for or issue of tools or equipment;
- (f) recording quantities;
- (g) weighing or measuring articles;

„factory overseer or shift engineer” means an employee other than a head sirdar who is in charge of the employees in an establishment or a department thereof, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„maintenance worker” means an employee who is not an artisan as herein defined but who, when no cane crushing operations are taking place, may be employed on artisan’s work;

„short-time” means a temporary reduction in the number of ordinary hours of work due to a general breakdown of plant or machinery caused by accident, flood or other unforeseen emergency or to slackness of trade or shortage of raw material;

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

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

„Sugar, Manufacturing and Refining Industry” means the Industry in which employers and employees are associated for the manufacture and/or refining of sugar in establishments which are liable for registration under the Factories, Machinery and Building Works Act, 1941;

„sugar pan boiler” means an employee who is in charge of and operates a vacuum pan from the time the syrup or treacle enters the pan until the crystallised sugar is ready to be withdrawn;

„sugar pan boiler, qualified,” means a sugar pan boiler who has had not less than three years’ experience;

„sugar pan boiler, unqualified,” means a sugar pan boiler who has had less than three years’ experience;

„truck repairer” means an employee who does repairs, or makes adjustments to trucks or cocopans;

„wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6;

„weighbridge attendant” means an employee other than a clerical employee or factory clerk, who operates the weighbridge, records all necessary particulars of trucks, including weights, contents, consignee, type of cane, etc.;

„tester” means an employee who, under the supervision of a chemist or assistant chemist, prepares samples, makes initial and routine tests and records the results thereof.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van onderstaande klasse van sy werknemers moet betaal, is soos hieronder uiteengesit, met dien verstande dat 'n werknemer vir die toepassing van hierdie klousule beskou word as lid van die klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

	Skaal per uur.		Skaal per week.	
	s.	d.	£	s. d.
Skofingenieur.....	4	3	9	15 6
Fabrieksvoorman.....	4	3	9	15 6
Hoofmagasynmeester.....	4	3	9	15 6
Assistent-voorman, gekwalifiseer.....	3	3½	7	11 5
Assistent-voorman, ongekwalifiseer—				
Eerste jaar.....	0	11	2	2 2
Tweede jaar.....	1	4½	3	3 3
Derde jaar.....	1	10½	4	6 3
Vierde jaar.....	2	4	5	7 4
Vyfde jaar.....	2	9½	6	8 5
Verantwoordelike chemikus van labora- torium.....	4	3	9	15 6
Assistent- of bankchemikus, gediplomeer.....	3	9	8	12 6
Assistent- of bankchemikus, gekwalifiseer.....	3	3½	7	11 5
Assistent- of bankchemikus, ongekwalifiseer—				
Eerste jaar.....	0	11	2	2 2
Tweede jaar.....	1	4½	3	3 3
Derde jaar.....	1	10½	4	6 3
Vierde jaar.....	2	4	5	7 4
Vyfde jaar.....	2	9½	6	8 5
Ambagsman, of werktuigkundige.....	3	9	8	12 6
Onderhoudwerker.....	3	2	7	5 8
Klerklike werknemer, gekwalifiseerde man	3	3½	7	11 5
Klerklike werknemer, ongekwalifiseerde man—				
Eerste jaar.....	0	11	2	2 2
Tweede jaar.....	1	4½	3	3 3
Derde jaar.....	1	10½	4	6 3
Vierde jaar.....	2	4	5	7 4
Vyfde jaar.....	2	9½	6	8 5
Gekwalifiseerde manlike klerklike werk- nemer, met minstens ses jaar ervaring—				
Sewende jaar ervaring.....	3	4	7	13 4
Agste jaar ervaring.....	3	6	8	1 0
Neende jaar ervaring.....	3	7½	8	6 9
Tiende jaar ervaring en daarna.....	3	9	8	12 6
Gekwalifiseerde vroulike klerklike werk- nemer.....	2	4	5	7 4
Ongekwalifiseerde vroulike klerklike werk- nemer—				
Eerste jaar.....	1	2	2	13 8
Tweede jaar.....	1	4½	3	3 3
Derde jaar.....	1	8	3	16 8
Vierde jaar.....	1	10½	4	6 3
Gekwalifiseerde vroulike klerklike werk- nemer, met minstens vyf jaar ervaring—				
Sesde jaar ervaring.....	2	4½	5	9 3
Sewende jaar ervaring.....	2	5	5	11 2
Agste jaar ervaring.....	2	6	5	15 0
Neende jaar ervaring.....	2	7	5	18 10
Tiende jaar ervaring en daarna.....	2	9	6	6 6
Kampongbestuurder.....	4	3	9	15 6
Suikerpankoker, gekwalifiseer.....	3	9	8	12 6
Suikerpankoker, ongekwalifiseer—				
Eerste ses maande ervaring.....	0	11	2	2 2
Tweede ses maande ervaring.....	1	4½	3	3 3
Derde ses maande ervaring.....	1	10½	4	6 3
Vierde ses maande ervaring.....	2	4	5	7 4
Vyfde ses maande ervaring.....	2	9½	6	8 5
Sesde ses maande ervaring.....	3	3	7	9 6
Lokomotiefmasjiniër—				
Eerste drie maande ervaring.....	2	3	5	3 6
Daarna.....	3	2	7	5 8
Ketelbediener, gekwalifiseer.....	3	2	7	5 8
Ketelbediener, ongekwalifiseer.....	2	11½	6	16 1
Trokkhersteller.....	3	2	7	5 8

met dien verstande dat 'n werknemer se loon nie gedurende die seisoen wat nie gemaak word, verlaag mag word nie, ondanks die feit dat hy ander werk van 'n laer klas verrig.

Los werknemer.—Vir elke dag of gedeelte van 'n dag diens—een-vyfde van die hoogste weekloon soos voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens soos bepaal in subklousule (3) en klousule 5 (6) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos voorgeskryf in subklousule (1) vir 'n werknemer van sy klas en gebied, betaal word, ongeag of hy in daardie week die maksimum getal gewone ure, voorgeskryf in klousule 6 (1), of minder, gewerk het.

4. REMUNERATION.

(1) The minimum wage, which shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as set out hereunder; Provided that in classifying an employee for the purpose of this clause, he shall be deemed to be in the class in which he is wholly or mainly employed.

	Rate per Hour.		Rate per Week.	
	s.	d.	s.	d.
Shift engineer.....	4	3	9	15 6
Factory overseer.....	4	3	9	15 6
Chief storekeeper.....	4	3	9	15 6
Assistant overseer, qualified.....	3	3½	7	11 5
Assistant overseer, unqualified—				
First year.....	0	11	2	2 2
Second year.....	1	4½	3	3 3
Third year.....	1	10½	4	6 3
Fourth year.....	2	4	5	7 4
Fifth year.....	2	9½	6	8 4
Chemist in charge of laboratory.....	4	3	9	15 6
Assistant or bench chemist, certified.....	3	9	8	12 6
Assistant or bench chemist, qualified.....	3	3½	7	11 5
Assistant or bench chemist, unqualified—				
First year.....	0	11	2	2 2
Second year.....	1	4½	3	3 3
Third year.....	1	10½	4	6 3
Fourth year.....	2	4	5	7 4
Fifth year.....	2	9½	6	8 5
Artisan or mechanic.....	3	9	8	12 6
Maintenance worker.....	3	2	7	5 8
Clerical employee, male, qualified.....	3	3½	7	11 5
Clerical employee, male, unqualified—				
First year.....	0	11	2	2 2
Second year.....	1	4½	3	3 3
Third year.....	1	10½	4	6 3
Fourth year.....	2	4	5	7 4
Fifth year.....	2	9½	6	8 5
Clerical employee, male, qualified, who has had not less than six years' experi- ence—				
Seventh year of experience.....	3	4	7	13 4
Eighth year of experience.....	3	6	8	1 0
Ninth year of experience.....	3	7½	8	6 9
Tenth year of experience and after.....	3	9	8	12 6
Clerical employee, female, qualified.....	2	4	5	7 4
Clerical employee, female, unqualified—				
First year.....	1	2	2	13 8½
Second year.....	1	4½	3	3 3
Third year.....	1	8	3	16 8
Fourth year.....	1	10½	4	6 3
Clerical employee, female, qualified, who has had not less than five years' experi- ence—				
Sixth year of experience.....	2	4½	5	9 3
Seventh year of experience.....	2	5	5	11 2
Eighth year of experience.....	2	6	5	15 0
Ninth year of experience.....	2	7	5	18 10
Tenth year of experience and after.....	2	9	6	6 6
Compound manager.....	4	3	9	15 6
Sugar pan boiler, qualified.....	3	9	8	12 6
Sugar pan boiler, unqualified—				
First six months experience.....	0	11	2	2 2
Second six months experience.....	1	4½	3	3 3
Third six months experience.....	1	10½	4	6 3
Fourth six months experience.....	2	4	5	7 4
Fifth six months experience.....	2	9½	6	8 5
Sixth six months experience.....	3	3	7	9 6
Locomotive driver—				
First three months experience.....	2	3	5	3 6
Thereafter.....	3	2	7	5 8
Boiler attendant, qualified.....	3	2	7	5 8
Boiler attendant, unqualified.....	2	11½	6	16 1
Truck repairer.....	3	2	7	5 8

Provided that no employee shall have his wages reduced during the non-crushing season, notwithstanding the fact that he is employed on other work of a lower grade.

Casual Employee.—For each day or part of a day of employment one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

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

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

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

in subklousule (1) voorgeskryf word, moet aan dié werknemer ten opsigte van die hele dag waarop hy sulke werk verrig, die volgende betaal—

(i) een-sesde van die hoër loon in die geval genoem in paragraaf (a);

(ii) een-sesde van die loon soos voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, plus twintig persent, in die geval genoem in paragraaf (b);

met dien verstande dat waar die enigste verskil tussen klasse ingevolge subklousule (1) op ervaring, geslag of ouderdom berus, hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—As die loon aan 'n werknemer verskuldig ingevolge klousule 5 (1) maandeliks betaal word, moet die loon bereken word teen vier-en-een-derde maal die loon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(5) *Voorbewoudsbepalings.*—Niks in hierdie Ooreenkoms kan die netto kontantloon of -salaris wat aan 'n werknemer betaal is op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie.

(6) *Lewenskostetoelaes.*—Benewens besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet die lewenskostetoelaes wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word, aan werknemers betaal word.

5. BETALING VAN BESOLDIGING.

(1) *'n Ander werknemer as 'n los werknemer.*—Behoudens die bepalinge van klousule 7 (3) moet elke bedrag wat aan 'n werknemer verskuldig is, maandeliks of, by ooreenkoms, wekeliks in kontant betaal word gedurende die werkure of binne vyftien minute nadat die werk gestaak is op die gewone betaaldag van die inrigting, wat moet val voor of op die sesde dag van die maand of die derde dag van die week wat volg op dié ten opsigte waarvan betaling gedoen word, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en moet bevat wees in 'n koeverf of ander houër met vermelding daarop van die werkgewer en werknemer se name, die werknemer se werk, die getal gewone en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling gedoen word.

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

(3) *Premies.*—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

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

(5) *Losies en huisvesting.*—Behoudens soos bepaal in die Naturellen (Stadsgebieden) Wet, 1923, en in die Naturelle-arbeid Regelingwet, 1911, kan 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(6) *Boetes en kortings.*—'n Werkgewer kan sy werknemer geen boetes oplê of enige bedrag van sy besoldiging aftrek nie, behalwe onderstaande:—

(a) met skriftelike toestemming van sy werknemer, 'n bedrag vir verlof, siekte-, versekerings-, voorsorg- of pensioenfondse, of ledageld van 'n werknemersorganisasie;

(b) behoudens soos bepaal in klousule 9 (1) (ii) as sy werknemer van sy werk af wegbly, of afwesig is weens ongeval of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(c) 'n bedrag wat 'n werkgewer kragtens 'n Wet of bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;

(d) as 'n werknemer instem of ingevolge die Naturellen (Stadsgebieden) Wet, 1923, of die Naturelle-arbeid Regelingwet, 1911, verplig is om van sy werkgewer kos of rantsoene en/of huisvesting aan te neem, bepaal hoogstens die bedrae hieronder—

(i) in die geval van werknemers genoem in klousule 4 (1), huurgeld waarvoor die werkgewer en werknemer ooreengekom het, onderworpe aan 'n maksimum huurgeld van £6. 10s. per maand; ingeval die werkgewer en werknemer nie oor die betrokke huurgeld ooreenkom nie, word die saak na die Raad verwys, wat die bedrag wat afgetrek moet word, vasstel;

(ii) in die geval van 'n werknemer uitgesonderd 'n werknemer genoem in paragraaf (i)—

	Per week. s. d.	Per maand. £ s. d.
Losies of rantsoene.....	3 0	0 13 0
Huisvesting.....	2 0	0 8 8
Losies of rantsoene en huisvesting....	5 0	1 1 8

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

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

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

is prescribed in sub-clause (1), shall pay to such employee in respect of the whole day on which he performs such work—

(i) in the case referred to in paragraph (a), one-sixth of such higher wage;

(ii) in the case referred to in paragraph (b), one-sixth of the wage prescribed in sub-clause (1) for an employee of his class, plus twenty per cent;

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

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

(5) *Savings.*—Nothing contained in this Agreement shall have the effect of reducing the nett cash wage or salary which was being paid to any employee at the date of coming into operation of this Agreement.

(6) *Cost of Living Allowance.*—In addition to any remuneration payable in terms of this Agreement employees shall be paid cost of living allowance equal to those prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Employee.*—Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash monthly, or by agreement weekly, during the hours of work or within fifteen minutes of ceasing work on the usual pay day of the establishment which shall be not later than the sixth day of the month or the third day of the week following that in respect of which payment is made or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Act, 1923, and in the Native Labour Regulation Act, 1911, 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.

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds, or subscriptions to an employees' organization;

(b) save as provided in clause 9 (1) (ii) 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 or any order of any competent court is required or permitted to make;

(d) when an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1923, or the Native Labour Regulation Act, 1911, to accept from his employer board or rations and/or lodging, a deduction not exceeding the amount specified hereunder:—

(i) in the case of employees specified in clause 4 (1) a rental to be agreed upon between the employer and employee subject to a maximum rental of £6. 10s. per month; in the event of the employer and employee being unable to agree to the amount of the rental the question shall be referred to the Council who shall determine the amount to be deducted;

(ii) in the case of an employee other than an employee referred to in paragraph (i)—

	Per Week. s. d.	Per Month. £ s. d.
Board or rations.....	3 0	0 13 0
Lodging.....	2 0	0 8 8
Board or rations and lodging.....	5 0	1 1 8

met dien verstande dat as in die geval van werknemers wat nie in klousule 4 (1) genoem word nie, die huis wat aan 'n werknemer verskaf word, 'n alleenstaande huis is, die werkgever en werknemer oor 'n bedrag moet ooreenkom onderworpe aan 'n maksimum huurgeld van £2. 10s. per maand; ingeval die werkgever en werknemer nie oor die huurgeld kan ooreenkom nie, die saak verwys moet word na die Raad wat die bedrag wat afgetrek moet word, moet vasstel;

(2) as die gewone werkure voorgeskryf in klousule 6 (1) verminder word weens korttyd, ten opsigte van elke uur van die vermindering een-ses-en-veertigste van die weekloon voorgeskryf in klousule 4: met dien verstande dat geen bedrag afgetrek mag word—

(i) in die geval van korttyd wat ontstaan uit tydelike slapte in die bedryf, tensy die werkgever sy werknemer minstens vier-en-twintig uur kennis gegee het, van sy voornemer om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd weens 'n algemene ontwrigting van installasie of masjinerie weens ongeval of ander voorsiene noodgeval, ten opsigte van die eerste uur waarin nie gewerk word nie;

(f) kortings vir Raadsheffings soos voorgeskryf in artikel 18 van hierdie Ooreenskoms.

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

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer as onderstaande wees nie—

(a) in die geval van 'n inrigting waarin 'n sesdaagse week gewerk word—

(i) ses-en-veertig uur per week van Maandag tot en met Saterdag;

(ii) agt uur per dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op elk van die ander dae hoogstens agt-en-'n-half per dag moet wees;

(b) in die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word—

(i) ses-en-veertig uur per week van Maandag tot en met Vrydag;

(ii) nege-en-'n-kwart uur per dag.

(2) Die gewone werkure van 'n los werknemer mag nie meer as agt per dag wees nie.

(3) *Etenstye.*—'n Werkgever kan 'n werknemer nie verplig of toelaat om vir meer as vyf agtereenvolgende ure te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en dié pouse word nie as deel van die gewone werkure of oortyd beskou nie; met dien verstande dat—

(i) as die pouse langer as een uur duur, die tydperk wat dit langer as 'n uur en 'n kwart duur, as gewone werkure beskou word;

(ii) werktydperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou moet word.

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

(5) *Oortyd.*—Alle tyd wat bo en behalwe die getal ure soos ten opsigte van 'n dag of 'n week in subklousule (1) voorgeskryf, gewerk word, moet as oortyd gereken word.

(6) *Beperking van oortyd.*—'n Werkgever kan sy werknemer nie verplig of toelaat om—

(a) (i) vir meer as 4 uur op 'n dag;

(ii) vir meer as 10 uur in 'n week;

(b) in die geval van 'n vrou, op meer as drie agtereenvolgende dae, of meer as sestig dae in 'n jaar oortyd te werk nie.

(7) *Betaling vir oortyd.*—'n Werkgever moet vir alle oortyd wat deur sy werknemer gewerk word, hom teen 'n uurloon van minstens onderstaande betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, een-en-een-derde maal die weekloon soos vir 'n werknemer van sy klas voorgeskryf in klousule 4 (1), gedeel deur 46, met dien verstande dat, waar 'n werknemer uitgeroep word om oortyd te werk, hy vir minstens twee uur se werk teen oortydtariewe betaal word;

(b) In die geval van 'n los werknemer, een-en-een-derde maal die loon soos vir 'n los werknemer voorgeskryf in klousule 4 (1), gedeel deur 8.

(8) *voorbewoudsbepalings.*—Die bepalinge van hierdie klousule is nie op 'n werknemer wat minstens £540 per jaar ontvang, of op 'n polisiedienaar of wag, van toepassing nie; die bepalinge van subklousule (4) is nie op 'n werknemer wat vervoerwerk doen van toepassing nie, en die bepalinge van subklousule (3) en (6) is nie van toepassing nie op 'n manlike werknemer wat werk verrig wat deur 'n ontwrigting van installasie of masjinerie of ander onvoorsiene noodgeval genoodsaak is, of in verband met die grondige nasien of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word/nie.

provided that in the case of employees not specified in clause 4 (1), if the lodging supplied to the employee is a self-contained house, a rental to be agreed upon between the employer and employee subject to a maximum rental of £2. 10s. per month; in the event of the employer and employee being unable to agree to the amount of the rental the question shall be referred to the Council who shall determine the amount to be deducted;

(e) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction of one forty-sixth of the weekly wage prescribed in clause 4 in respect of each hour of such reduction: Provided that no deduction shall be made—

(i) in the case of short-time arising out of temporary slackness of trade, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked;

(f) deductions for Council levies as prescribed in section 18 of this Agreement.

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

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

(a) in the case of an establishment in which a six-day week is observed—

(i) forty-six hours in any week from Monday to Saturday, inclusive;

(ii) eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on each of the other days shall not exceed eight and a half on any day;

(b) in the case of an establishment in which a five-day week is observed—

(i) forty-six hours in any week from Monday to Friday, inclusive;

(ii) nine and a quarter in any day.

(2) The ordinary hours of work of a casual employee shall not exceed eight in any day.

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

(i) if such interval be for longer than one hour any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;

(ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3) all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime—

(a) (i) for more than 4 hours in any day;

(ii) for more than 10 hours in any week;

(b) in the case of a female on more than three consecutive days or on more than sixty days in any year.

(7) *Payment for Overtime.*—An employer shall for all overtime worked by his employee pay to him remuneration at an hourly rate not less than—

(a) in the case of an employee, other than a casual employee, one and one-third times the weekly wage prescribed for an employee of his class in clause 4 (i), divided by 46, subject to the proviso that where the employee is called out to work overtime, he shall be paid for a minimum of two hours at overtime rates;

(b) in the case of a casual employee one and one-third times the wage prescribed for a casual employee in clause 4 (1), divided by 8.

(8) *Savings.*—The provisions of this clause shall not apply to an employee in receipt of a wage of not less than £540 per annum, or to a policeman or watchman; the provisions of sub-clause (4) shall not apply to an employee engaged in transport and the provisions of sub-clauses (3) and (6) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan sy werknemer ten opsigte van elke volle jaar diens by hom onderstaande verlof toestaan:—

- (a) In die geval van die werknemers in klousule 4 (1) genoem, drie agtereenvolgende weke verlof plus in ekstra week verlof vir werknemers wat 15 jaar lank onafgebroke by dieselfde werkgewer in diens is;
- (b) in die geval van alle ander werknemers, twee agtereenvolgende weke verlof;

en moet ten opsigte van elke week daarvan aan die werknemer minstens die weekloon betaal wat hy onmiddellik voor die aanvang van die verlof ontvang het; met dien verstande dat 'n werknemer wie se loon gedurende die buiteseisoentydperk verminder word, op die basis van sy gemiddelde weeklikse verdienste gedurende die vorige jaar betaal moet word.

(2) Die verlof waartoe 'n werknemer ingevolge subklousule (1) geregtig is, moet toegestaan word op 'n tydstop wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;
- (ii) die verlof nie mag saamval met siekteverlof of met enige tydperk wat die werknemer van werk afwesig is ten einde kostelose geneeskundige of hospitaalbehandeling ingevolge klousule 9 (1) te ontvang of te ondergaan, of wanneer hy verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 te ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Geloofdag of Kersdag binne die verlof val, nog 'n dag ter vervanging van elke openbare vakansiedag, as 'n verdere verloftydperk met volle betaling bygevoeg moet word;
- (iv) 'n werkgewer alle dae geleentheidsverlof met volle betaling wat op sy werknemer se versoek gedurende die diensjaar waarop die jaarlikse verlof betrekking het, toegestaan is, van die jaarlikse verloftydperk kan aftrek.

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

(4) 'n Werkgewer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die verloftydperk genoem in subklousule (1) opgehoop het, moet by beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar, ten opsigte van 'n werknemer genoem in klousule 4 (1) minstens 'n kwart van die weekloon, en in die geval van alle ander werknemers, minstens een-seste van die weekloon wat hy onmiddellik voor die datum van beëindiging ontvang het, betaal word.

(5) 'n Werknemer wat geregtig geword het tot 'n verloftydperk ingevolge subklousule (1), en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging in plaas van verlof, die bedrag genoem in subklousule (1) betaal word.

(6) Vir die toepassing van hierdie klousule word dit beskou dat onder die uitdrukking „diens” inbegrepe is enige tydperk of tydperke waarin 'n werknemer—

- (a) ingevolge subklousule (1) en klousule 8 (1) met verlof afwesig is;
- (b) ingevolge klousule 9 geneeskundige behandeling ontvang of met siekteverlof afwesig is;
- (c) ingevolge artikel vier-en-sestig van die Zuid Afrika Verdedigingswet, 1912, onafgebroke vredestrydopleiding moet ondergaan;

wat gesamentlik hoogstens tien weke in 'n jaar beloop en moet geag word te begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvasstelling No. 98, tot verlof geregtig geword het, van die datum waarop werknemer ingevolge dié Wet tot verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvasstelling No. 98 van toepassing was, maar wat nog nie ingevolge daarvan tot verlof geregtig geword het nie, van die datum waarop diens begin het;
- (iii) in die geval van enige ander werknemer van die datum waarop die werknemer by sy werkgewer diens aanvaar het; of na gelang van die jongste datum, van die datum waarop hierdie Ooreenkoms van krag word;

met dien verstande dat as die opleidingstermyn van 'n werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, in enige jaar minder as dertig dae is, die tydperk van tien weke dienoreenkomstig verminder moet word.

8. VERLOFBONUS.

Wanneer 'n werknemer wat in klousule 4 (i) genoem word, sy verlofbetaling ingevolge klousule 7 ontvang, moet hy terselfdertyd 'n verlofbonus betaal word bereken teen 8½ persent van sy totale loon gedurende die diensydperk voordat hy met jaarlikse verlof gaan of voordat sy diens beëindig word, gereken van 1 Mei 1952, of van die datum waarop hy laas met verlof gegaan het, watter ook al die jongste is.

7. ANNUAL LEAVE.

(1) An employer shall grant to his employee in respect of each completed year of employment with him—

- (a) in respect of the employees specified in clause 4 (1), three consecutive weeks' leave of absence, plus an additional one week's leave to employees who have served continuously for 15 years in the employ of the one employer;
- (b) in respect of all other employees, two consecutive weeks' leave of absence;

and in respect of each week thereof the employer shall pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave, provided that an employee whose wage during the off-season is reduced, shall be paid on the basis of his average weekly earnings during the preceding year.

(2) The leave to which an employee is entitled in terms of sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave, nor with any period during which an employee is absent from work for the purpose of receiving free medical treatment or hospitalisation, in terms of clause 9 (1), or during which he is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day, be added as a further period of leave on full pay;
- (iv) an employer may set off against the period of annual leave, any days of occasional leave with full pay granted to his employee at the employee's request during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any successive year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall upon such termination be paid in respect of each completed month of such period of less than one year, in respect of the employee specified in clause 4 (1) not less than one-fourth of the weekly wage and in the case of all other employees not less than one-sixth of the weekly wage, which he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clause (1) and clause 8 (1);
- (b) in terms of clause 9 undergoing medical treatment, or is absent on sick leave;
- (c) required to undergo continuous peace training in terms of section sixty-four of the South Africa Defence Act, 1912, amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement, become entitled to leave in terms of the Factories, Machinery and Building Work Act, 1941, or in terms of Wage Determination No. 98, from the date on which such employee became entitled to such leave under such Act;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement, and to whom the Factories, Machinery and Building Work Act, 1941, or Wage Determination No. 98 applied, but who had not become entitled to leave in terms thereof from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date such employee entered his employer's service, or from the date of coming into force of this Agreement, whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days, the period of ten weeks shall be correspondingly reduced.

8. HOLIDAY BONUS.

Whenever an employee, specified in clause 4 (i) is paid his holiday leave pay in terms of clause 7, he shall at the same time be paid a Holiday Bonus, calculated at the rate of eight and one-third per cent of his total wage earnings for his period of service prior to taking his annual leave, or the termination of his service, reckoned from the 1st May, 1952, or from the date on which he last proceeded on leave, or from the date of his engagement, whichever shall be the later date.

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) 'n Werkgewer moet, benewens die verlof voorgeskryf in klousule 7, aan sy werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Goeie-Vrydag, Geloftedag en Kersdag; met dien verstande dat 'n werkgewer van sy werknemer kan vereis om op enige sodanige dag of dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op enigen van die dae genoem in subklousule (1) werk, moet sy werkgewer hom vir elke dag minstens die weekloon betaal soos in subklousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur ses, plus dié loon, gedeel deur ses-en-veertig, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(b) As 'n los werknemer op enigen van die dae genoem in subklousule (1) werk, moet sy werkgewer hom vir elke dag minstens die dagloon soos in klousule 4 (1) vir 'n los werknemer voorgeskryf, plus sodanige loon, gedeel deur agt, betaal vir elke uur of gedeelte van 'n uur gewerk.

(3) *Betaling vir werk op Sondae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgewer hom of—

(i) minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur drie, betaal of,

(ii) minstens een-en-n-derde maal die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur ses-en-veertig, vir elke uur of gedeelte van 'n uur betaal, en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur ses.

(b) As 'n los werknemer op Sondag werk, moet sy werkgewer hom minstens dubbel die dagloon soos in klousule 4 (1) vir 'n los werknemer voorgeskryf, betaal.

(4) Wanneer 'n werknemer op 'n openbare vakansiedag of Sondag meer as die gewone skofure werk, moet hy vir sodanige oortyd teen een-en-n-derde maal die gewone loonskaal betaal word.

10. SIEKTE EN SIEKTEVERLOF.

(1) 'n Werkgewer moet of—

(i) kostelose geneeskundige behandeling en, indien nodig, kostelose hospitaalbehandeling verskaf vir sy werknemer, sy werknemer se vrou en minderjarige ongetroude kinders wat by hom inwoon en uitsluitlik van hom afhanklik is ingeval van siekte (behalwe bevallings van die werknemer se vrou) vir 'n tydperk van altesaam hoogstens een maand in elke kalenderjaar, ten opsigte van elke persoon, en in die geval van siekte van 'n werknemer wat nie deur moedswillige wangedrag of nalatigheid aan sy kand veroorsaak is nie, moet die werkgewer vir die tydperk wat die werknemer deur die geneesheer wat hom ingevolge hiervan behandel, gesertifiseer word as ongeskik vir werk of, na gelang van die kortste tydperk, vir altesaam een maand in elke kalenderjaar—

(a) die werknemer, sy vrou en kinders soos bogenoem, kosteloos voorsien van die kos of rantsoene wat ingevolge 'n ooreenkoms aangegaan ingevolge klousule 5 (6) (d) aan die werknemer verskaf sou gewees het as hy by die werk was; en

(b) huurgeld wat ten opsigte van 'n perseel wat deur die werknemer gehuur of geokkupeer word, verskuldig is, kwytskel of die kwytskelding daarvan bewerkstellig; of,

(ii) aan sy werknemer wat weens siekte of ongeval nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Werksmense Skadeloosstellingwet, 1934, betaalbaar is, altesaam twaalf werkdae siekteverlof gedurende elke jaar diens by hom toestaan en hom ten opsigte van elke werkdag daarvan minstens een-sesde betaal van die weekloon wat hy onmiddellik voor die aanvang van die siekteverlof ontvang het; met dien verstande dat die werkgewer van sy werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is, die aard van die werknemer se siekte vermeld en sertifiseer dat hy ongeskik vir werk was ten opsigte van elke afwesigheidstydperk waarvoor betaling geëis word.

(2) Vir die toepassing van subklousule (1) het die uitdrukking „diens” dieselfde betekenis as in subklousule 7 (6).

11. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie—

(a) 'n assistent-voorman in diens hê nie, tensy hy 'n voorman in diens het;

(b) 'n assistent- of bankchemikus, of toetser in diens hê nie, tensy hy 'n chemikus in diens het;

(c) 'n ongekwalifiseerde suikerpankoker in diens hê nie, tensy hy 'n gekwalifiseerde suikerpankoker in diens het;

(d) 'n ongekwalifiseerde klerklike werknemer in diens hê nie, tensy hy 'n gekwalifiseerde klerklike werknemer in diens het.

(2) 'n Werkgewer mag hoogstens een ongekwalifiseerde suikerpankoker of klerklike werknemer in diens hê vir onderskeidelik elke gekwalifiseerde suikerpankoker of klerklike werknemer wat by hom in diens is.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall, in addition to the leave prescribed in clause 7, grant to his employee leave on full pay on New Year's Day, Good Friday, Day of the Covenant, and Christmas Day; Provided that an employer may require his employee to work on any such day or days.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on any of the days referred to in sub-clause (1), his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1), for an employee of his class, divided by six plus in respect of each hour or part of an hour so worked, such wage divided by forty-six.

(b) Whenever a casual employee works on any of the days referred to in sub-clause (1), his employer shall pay to him for each such day, not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

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

(i) pay to him not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by three; or

(ii) pay to him not less than one and one third times the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by forty-six for each hour or part of an hour so worked, and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided, by six.

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

(4) Where an employee works more than the usual shift hours on Public Holidays or Sundays, he shall be paid at the rate of one and one third times the ordinary rate of pay for such overtime.

10. SICKNESS AND SICK LEAVE.

(1) An employer shall either—

(i) provide free medical attention, and if necessary, free hospitalisation for his employee, his employee's wife and minor unmarried children residing with him, and solely dependent upon him in case of sickness (other than confinement of the employee's wife) for a period not exceeding in the aggregate, one month in any one calendar year in respect of each person, and in the case of sickness of an employee not being due to any wilful misconduct or negligence on his part, the employer shall, for the period during which such employee is certified by the medical practitioner attending him in terms hereof, to be unfit for work, or for one month in the aggregate in any one calendar year, whichever is the shorter—

(a) supply free of charge to such employee, his wife and children as aforesaid any board or rations which by virtue of an Agreement made in terms of clause 5 (6) (d) would have been supplied to such employee had he been at work; and

(b) remit or obtain the remission of any rental due in respect of any premises hired or occupied by such employee; or

(ii) grant to his employee who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1934, twelve work days' sick leave in aggregate during any one year of employment with him and shall pay to him in respect of each work day thereof an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such sick leave: Provided that the employer may require his employee to produce a certificate signed by a registered medical practitioner, showing the nature of the employee's illness and certifying that he was unfit for work in respect of each period of absence for which payment is claimed.

(2) For the purpose of sub-clause (1) the expression “employment” shall be deemed to have the same meaning as in sub-clause 7 (6).

11. PROPORTION OR RATIO.

(1) An employer shall not employ—

(a) an assistant overseer unless he has in his employ an overseer;

(b) an assistant or bench chemist or tester unless he has in his employ a chemist;

(c) an unqualified sugar pan boiler unless he has in his employ a qualified sugar pan boiler;

(d) an unqualified clerical employee, unless he has in his employ a qualified clerical employee;

(2) An employer shall not employ more than one unqualified sugar pan boiler or clerical employee, for each qualified sugar pan boiler or clerical employee respectively employed by him.

(3) Vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde klerklike werknemer of ongekwalifiseerde suikerpankoker wat minstens die loon ontvang soos in klousule 4 (1) onderskeidelik vir 'n gekwalifiseerde klerklike werknemer of suikerpankoker voorgeskryf, na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer of suikerpankoker gereken word.

12. AANSPORINGSLOON.

(1) Onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word as waartoe hy ingevolge klousule 4 geregtig is nie, kan 'n werkgewer 'n werknemer se loon baseer op die hoeveelheid werk wat hy doen, met dien verstande dat so 'n loonstelsel slegs toegelaat word in die vorm van 'n aansporingstelsel waarvan die voorwaardes vasgestel is soos in subklousules (2) en (3) hieronder voorgeskryf.

(2) 'n Werkgewer wat 'n aansporingsloonstelsel wil invoer, moet 'n gesamentlike komitee benoem wat die bestuur en die werknemers verteenwoordig en wat na beraadslaging met die vakverenigings wat partye by die Ooreenkoms is en wie se lede by die saak betrokke is, die voorwaardes van so 'n stelsel kan goedkeur.

(3) Die voorwaardes van so 'n stelsel en enige latere wysiging wat die komitee goedkeur, moet op skrif gestel en deur die komiteede onderteken word en mag nie deur die komitee gewysig of deur een van die partye beëindig word nie tensy die ander party die skriftelike kennisgewing ontvang het waarvoor ooreenkeem is by die sluiting van die Ooreenkoms.

13. LOGBOEK.

(1) Elke werkgewer moet vir die gebruik van motorvoertuigbestuurders of deeltydse motorvoertuigbestuurders in sy diens 'n logboek met duplikaatblaaie, so na as moontlik in onderstaande vorm, verskaf:—

DAAGLIKSE LOG.

Naam van werkgewer.....
 Naam van voertuigbestuurder.....
 Begintyd van werk.....v.m./n.m.
 Stakingstyd van werk.....v.m./n.m.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstyd van.....v.m./n.m. tot.....v.m./n.m.
 Onklaarrakings, ongelukke en/of ander oponthoud.....

Handtekening van voertuigbestuurder.....

(2) Elke voertuigbestuurder wat van die verslagboek, genoem in subklousule (1), voorsien word, moet, tensy hy weens siekte of ander onvermydelike oorsaak verhinder word, die daaglikse log in duplo in vul ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die dag se werk waarop die betrekking het, 'n afskrif daarvan aan sy werkgewer oorhandig.

(3) Elke werkgewer moet die voltooië afskrif van die daaglikse log vir drie jaar na die voltooiing daarvan hou.

14. BESKERMENDE KLERE EN TOESTELLE.

(1) 'n Werkgewer wat sy werknemer verplig om 'n uniform, oorpak of ander beskermende klere te dra of om 'n beskermende toestel te gebruik of te dra, of wat wetlik verplig is om sodanige uniform, oorpak beskermende klere, of toestel te verskaf, moet hulle kosteloos verskaf en in goeie toestand hou.

(2) Alle beskermende klere en toestelle, uniforms of oorpakke wat ingevolge hierdie klousule deur 'n werkgewer verskaf word, bly die werkgewer se eiendom.

15. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER VYFTIEN JAAR.

'n Werkgewer mag niemand onder vyftien jaar oud in diens hê nie.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis vir beëindiging van die dienskontrak gee, of moet in plaas daarvan minstens die weekloon wat die werknemer onmiddellik voor die datum van beëindiging ontvang het, betaal of verbeur, met dien verstande dat onderstaande nie inbreuk maak op—

- 'n werkgewer of 'n werknemer se reg om 'n dienskontrak om enige rede wat wetlik as voldoende erken word, op staande voet te beëindig;
- 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en van langer as een week nie—

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) aangeaan word, moet die betaling of verbeuring in plaas van opsegging in verhouding wees met die diens opseggingstermyn waarvoor ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1) gaan in op die datum waarop dit gegee word; met dien verstande dat geen kennis gegee kan word terwyl die werknemer kragtens klousule 7 met jaarlikse verlof is, of kragtens klousule 9 vrye geneeskundige of hospitaalbehandeling ontvang of met siekteverlof is nie.

(3) For the purposes of this clause an unqualified clerical employee, or unqualified sugar pan boiler who receives a wage not less than that prescribed in clause 4 (1) for a qualified clerical employee, or qualified sugar pan boiler respectively may be deemed to be a qualified clerical employee or sugar pan boiler as the case may be.

12. INCENTIVE SCHEME.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in clause (2) and (3) hereunder.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint Committee of representatives of the management and the employees which, after consultation with any of the trade unions parties to this agreement whose members are involved, may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party notice as may be agreed upon by the parties when entering such an agreement.

13. LOG BOOK.

(1) Every employer shall provide a log book with duplicate folios for the use of each motor vehicle driver or part-time motor vehicle driver in his employ as nearly as practicable in the following form:—

DAILY LOG.

Name of employer.....
 Name of driver.....
 Time of starting work.....a.m./p.m.
 Time of finishing work.....a.m./p.m.
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hour from.....a.m./p.m. to.....a.m./p.m.
 Breakdowns, accidents and/or other delays.....

Signature of Driver.....

(2) Every driver upon being provided with the log book referred to in sub-clause (1) unless precluded from doing so by sickness or other unavoidable cause, shall complete the log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the completed copy of the daily log for three years after the date of its completion.

14. PROTECTIVE CLOTHING AND APPLIANCES.

(1) An employer who requires his employee to wear a uniform, overall, or other protective clothing or to use or wear any protective appliance or who is required by law to provide such uniform, overall, protective clothing or appliance, shall supply and maintain them in good condition free of charge.

(2) All protective clothing and appliances, uniforms, or overalls supplied by an employer in terms of this clause shall remain the property of the employer.

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

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than the weekly wage which the employee was receiving immediately before the date of such termination: Provided that this shall not effect—

- the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- any written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides of longer than one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the date on which it is given: Provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7 or on sick leave or is receiving free medical attention or hospitalisation in terms of clause 9.

17. DIENSSERTIFIKAAT.

'n werkgewer moet by beëindiging van die dienskontrak van enige van sy werknemers, behalwe 'n los werknemer, op versoek van dié werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die skaal van besoldiging of die datum van beëindiging vermeld.

18. VRYSTELLING.

(a) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenskoms aan, of ten opsigte van, enige persoon verleen.

(b) Die Raad moet die voorwaardes waarop vrystelling verleen word en die termyn waarvoor dit van krag sal wees, vasstel, met dien verstande dat die Raad na sewe dae kennis aan die betrokke persone enige vrystelling kan herroep, ongeag of die termyn waarvoor vrystelling verleen is verloop het of nie.

19. UITGAWES VAN DIE RAAD.

Vir die bestryding van die Raad se uitgawes moet elke werkgewer—

- (a) van die verdienste van elkeen van sy werknemers genoem in klousule 4 (1) 'n bedrag van vier pennies per week aftrek; en
- (b) by die bedrag wat afgetrek word kragtens paragraaf (a) 'n gelyke bedrag voeg en die totale bedrag aan die Sekretaris van die Raad stuur, op of voor die sesde dag van elke maand.

20. UITVOERING VAN OOREENKOMS.

(a) Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenskoms verantwoordelik is en kan vir die leiding van die werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die Ooreenskoms strydig is nie.

(b) Werkgewers moet werknemers wat verteenwoordigers van die Raad is, alle redelike fasiliteite verskaf om hul werk in verband met die Raad te verrig.

Nademaal die werkgewer en die vakverenigings die Ooreenskoms wat hierin uiteengesit is, aangegaan het, verklaar ondergetekende gevolgmagtigde amptenare van die Raad hierby dat voorgaande die Ooreenskoms is wat aangegaan is, en onderteken hulle hierdie Ooreenskoms.

Die Nywerheidsraad vir die Suikervervaardigings- en Raffineernywerheid.

ROSS S. ARMSTRONG,
Voorsitter van die Raad.

R. J. PIRIE,
Lid van die Raad.

J. D. CUNNINGHAM,
Sekretaris van die Raad.

Durban, 19 Augustus 1952.

* No. 305.] [6 Februarie 1953.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

SUIKERVERVAARDIGINGS- EN RAFFINEER-
NYWERHEID, NATAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenskoms en kennisgewing in verband met die Suikervervaardigings- en Raffineernywerheid, bekendgemaak by Goewermementskennisgewing No. 304 van 6 Februarie 1953, nie vir die persone wie se werkure daarby gereël word minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

17. CERTIFICATE OF SERVICE.

An employer, upon termination of the contract of employment of any of his employees, other than a casual employee, shall, on request, furnish such employee with a certificate of service, showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract, and the rate of remuneration at the date of such termination.

18. EXEMPTIONS.

(a) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person.

(b) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate, provided that the Council may, after seven days' notice has been given to the person concerned, withdraw any exemption whether or not the period for which exemption has been granted, has expired.

19. EXPENSES OF THE COUNCIL.

For the purposes of meeting expenses of the Council, each employer shall—

- (a) deduct from the earnings of each of his employees specified in clause 4 (1) an amount of fourpence per week; and
- (b) add to the amount deducted in terms of paragraph (a) a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the sixth day of each month.

20. ADMINISTRATION OF AGREEMENT.

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

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

The employer and the trades unions having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council do hereby declare that the foregoing is the Agreement arrived at, and affix their signature hereto.

The Industrial Council for the Sugar Manufacturing and Refining Industry.

ROSS S. ARMSTRONG,
Chairman of the Council.

R. J. PIRIE,
Member of the Council.

J. D. CUNNINGHAM,
Secretary of the Council.

Durban, 19th August, 1952.

* No. 305.] [6 February 1953.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

SUGAR MANUFACTURING AND REFINING
INDUSTRY, NATAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Sugar Manufacturing and Refining Industry, published under Government Notice No. 304 of the 6th February, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.