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UNIE VAN SUID-AFRIKA

EXTRAORDINARY

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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 571.]

[22 April 1960.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

FERTILIZER MANUFACTURING INDUSTRY, DURBAN AND PINETOWN.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Fertilizer Manufacturing Industry, Durban and Pinetown, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (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 three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the municipal areas of Durban and Pinetown; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the municipal areas of Durban and Pinetown and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 5 (6) (e) (inclusive) and 6 to 19 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 571.]

[22 April 1960.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

KUNSMISVERVAARDIGINGSNYWERHEID, DURBAN EN PINETOWN.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kunsmisvervaardigingsnywerheid, Durban en Pinetown, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 3 tot en met 19 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebiede van Durban en Pinetown; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 3 tot en met 5 (6) (e) en klousules 6 tot en met 19 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebiede van Durban en Pinetown *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FERTILIZER
MANUFACTURING INDUSTRY (DURBAN AND
PINETOWN).

AGREEMENT

made and entered into between the

Fertilizer Employers' Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Fertilizer Industry Employees' Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Fertilizer Manufacturing Industry, -Durban and Pinetown.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are members of the employers' organisation and are engaged in the Fertilizer Industry, and by all employees who are members of the trade union and are employed in the said Industry and for whom minimum wages are prescribed in this Agreement, in the municipal areas of Durban and Pinetown.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

"assistant foreman" means an employee other than a supervisor, chargehand, induna or boss boy who assists a foreman in the performance of his duties and/or who carries out the duties of a foreman during his absence;

"bag marking machine operator" means an employee in charge of a bag printing machine;

"bag machinist" means an employee who operates a bag closing or bag patching machine;

"belt attendant" means an employee who watches conveyor belts carrying fertilizer and who may move a throw-off carriage or shuttle conveyor;

"boiler attendant" means an employee who is engaged in firing boilers and who is responsible for maintaining the water levels and steam pressure in a boiler;

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

"charge hand or boss boy" means an employee who, under the supervision of a foreman, assistant foreman, mechanic or supervisor, is in charge of a gang of labourers;

"chauffeur" means an employee who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

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

"chemist" means an employee who is a holder of a degree or equivalent diploma in chemistry, and who, in addition, has had not less than three years' experience in and is engaged in, chemical work as defined herein;

"chemical technician" means an employee, other than a chemist, who is engaged in chemical work;

"chemical technician qualified" means a chemical technician who has not less than six years' experience;

"chemical technician, unqualified," means a chemical technician who has had less than six years' experience;

"clerical employee" means an employee other than a factory clerk, who is engaged in writing, typing, filing or any other form of clerical work, and includes a cashier and telephone operator;

"clerical employee, qualified male," means a male clerical employee who has had not less than five years' experience;

"clerical employee, unqualified male," means a male clerical employee who has had less than five years' experience;

"clerical employee, qualified, female," means a female clerical employee who has had not less than four years' experience;

BYLAE.

NYWERHEIDSKRAAD VIR DIE KUNSMISVERVAARDIGINGSNYWERHEID (DURBAN EN PINETOWN).

OOREENKOMS

gesluit en aangegaan tussen die

Fertilizer Employers' Association
(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Fertilizer Industry Employees' Union
(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Kunsmisvervaardigingsnywerheid, Durban en Pinetown.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede van Durban en Pinetown nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat betrokke is by die kunsmisnywerheid en deur alle werknemers wat lede van die vakvereniging en in genoemde nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag bepaal en bly van krag vir drie jaar of vir die tydperk wat hy mag vasstel.

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruse is in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet sluit alle wysigings daarvan in; woorde wat die manlike geslag aandui, omvat ook vrouens; voorts, tensy strydig met die samehang, beteken:—

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

„assistent-voorman” ’n werknemer, uitgesonderd ’n opsigter, onderbaas, indoeana of baasjong, wat ’n voorman help met die uitvoering van sy pligte en/of gedurende die afwesigheid van ’n voorman sodanige voorman se pligte uitvoer;

„bediener van sakmerkmasjien” ’n werknemer wat verantwoordelik vir ’n sakdrukmasjien is;

„sakmasjinis” ’n werknemer wat ’n saktoemaak- of saklapmasjien bedien;

„vervoerbandoppasser” ’n werknemer wat let op vervoerbande waarmee kunsmis vervoer word en wat ’n afskuiwerwa of heen- en weervervoerband kan beweeg;

„keteloppasser” ’n werknemer wat stoomketels stook en wat daarvoor verantwoordelik is dat die waterstand en stoomdruk in ’n stoomketel op peil gehou word;

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

„onderbaas of baasjong” ’n werknemer wat onder die toesig van ’n voorman, assistentvoorman, werktuigkundige of opsigter beheer voer oor ’n span arbeiders;

„chauffeur” ’n werknemer wat ’n motorvoertuig bestuur wat bedoel is vir die vervoer van passasiers en gebruik word vir die vervoer van die werkgever of van personeel, klante of besoekers en wat gebruik mag word vir die vervoer van dokumente of pakkette;

„chemiese werk” die verrigting van chemiese manipulasies, die versiening of aanpassing van formules vir stowwe of die analitiese beheer oor die chemiese bewerking van grondstowwe of halfvervaardigde of voltooide produkte;

„chemikus” ’n werknemer wat ’n graad of ’n gelykwaardige diploma in Chemie besit en wat daarbenewens minstens drie jaar ondervinding het van chemiese werk soos hierin omskryf en wat sodanige werk doen;

„chemitegnikus” ’n werknemer, uitgesonderd ’n chemikus, wat chemiese werk doen;

„chemitegnikus, gekwalifiseer,” ’n chemitegnikus met minstens ses jaar ondervinding;

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

„klerklike werknemer” ’n werknemer, uitgesonderd ’n fabrieksklerk, wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig, en omvat dit ook ’n kassier en telefonis;

„klerklike werknemer, geklassifiseer; manlik,” ’n manlike klerklike werknemer met minstens vyf jaar ondervinding;

„klerklike werknemer, ongekwalifiseer; manlik,” ’n manlike klerklike werknemer met minder as vyf jaar ondervinding;

„klerklike werknemer, gekwalifiseer; vroulik,” ’n vroulike klerklike werknemer met minstens vier jaar ondervinding;

"clerical employee, unqualified female," means a female clerical employee who has had less than four years' experience;

"continuous service" means an unbroken period of employment with the same employer, inclusive of any period during which any employee—

- (a) is on annual leave in terms of clause 7; or
- (b) undergoes military training; or
- (c) is absent from work on instructions or at the request or with the permission of the employer; or
- (d) is absent from work owing to illness not exceeding in the aggregate a period of two weeks in any one year or by reason of the prohibition contained in sub-section (1) of section *twenty-three* of the Factories, Machinery and Building Work Act, No. 22 of 1941; or
- (e) is absent from work owing to injury on duty;

"Council" means the Industrial Council for the Fertilizer Manufacturing Industry, Durban and Pinetown registered in terms of the Industrial Conciliation Act, 1956, as amended;

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, theft or break-down of plant or machinery, must be done without delay and includes work connected with the loading and unloading of trucks or vehicles of the South African Railways and Harbours or vehicles used by a cartage contractor;

"establishment" means any premises in or in connection with which one or more employees are employed in the Fertilizer Industry;

"experience" means in relation to:—

- (a) a clerical employee, the total period or periods of employment which the employee has had as a clerical employee, irrespective of the trade or industry in which such experience was gained;
- (b) any other employee in respect of whom a rising scale of wages is prescribed in clause 4 (1) of this Agreement, the total period or periods of employment which the employee has had in the Fertilizer Industry in the occupation in which he is employed;

"factory clerk" means an employee, other than a clerical employee who, under the supervision of a foreman, assistant foreman, or clerical employee, performs one or more of the following duties:—

- (a) Issuing labels;
- (b) checking, counting, weighing or recording particulars of trucks;
- (c) checking, weighing (other than on a set scale) or measuring articles;
- (d) recording the times worked by employees;
- (e) recording piece-work earnings;
- (f) interpreting or translating Native languages;
- (g) recording particulars of requisitions for issue of tools or equipment;

"factory clerk, qualified," means a factory clerk who has had not less than eighteen months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than eighteen months' experience;

"fertilizer" means any substance containing, or purporting to contain as chemical constituent thereof, nitrogen, phosphoric oxide, potash or lime, in a form or combination available as plant food and sold or intended for sale for the purpose of fertilizing the soil or supplying nutriment to plants; but does not include farmyard or stable manure, kraal manure and kraal manure ash, town refuse or night soil;

"Fertilizer Industry" means the industry in which employers and employees are associated for the purpose of manufacturing fertilizer as defined herein, together with all activities incidental thereto or consequent thereon;

"foreman" means an employee other than a supervisor, chargehand, induna or boss boy who is in charge of the employees in a factory and who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"fork lift truck operator Class I" means an employee who is engaged in operating, cleaning, refueling, oiling, greasing and carrying out repairs and adjustments to a fork lift truck, used for the loading and unloading, moving and stacking of goods;

"fork lift truck operator Class II" means an employee who is engaged in operating, cleaning, refueling, oiling and greasing a fork lift truck for the loading and unloading, moving and stacking of goods;

"handyman" means an employee other than a maintenance man who is engaged in making minor repairs or renovations to or maintenance work on buildings occupied by his employer;

"incentive wage" means the remuneration paid to an employee under any system whereby the remuneration is based on the quantity or output of work done;

"induna" means an employee who assists the foreman to maintain order and discipline in a compound and who may be in charge of a group of labourers;

"klerklike werknemer, ongekwalifiseer, vroulik," 'n vroulike klerklike werknemer met minder as vier jaar ondervinding; ononderbroke diens" 'n ononderbroke tydperk van diens by dieselfde werkgever, met inbegrip van enige tydperk waarin 'n werknemer—

- (a) met jaarlikse verlof kragtens klousule 7 afwesig is; of
- (b) militêre opleiding ondergaan; of
- (c) op las of op versoek of met die toestemming van die werkgever van sy werk afwesig is; of
- (d) van sy werk afwesig is weens siekte wat altesaam nie langer as twee weke in 'n jaar duur nie, of weens die verbod soos vervat in sub-artikel (1) van artikel *drie-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941; of
- (e) van sy werk afwesig is weens 'n besering op diens;

"Raad" die Nywerheidsraad vir die Kunsmisvervaardigingsnywerheid, Durban en Pinetown, geregistreer ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig;

"noodwerk" enige werk wat weens 'n onvoorsiene oorsaak soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van die installasie of masjinerie sonder versuim gedoen moet word en omvat dit ook werk wat in verband staan met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of voertuie wat deur 'n vervoerkontraakteur gebruik word;

"inrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die Kunsmisnywerheid in diens is; ondervinding" met betrekking tot—

- (a) 'n klerklike werknemer, die totale tydperk of tydperke waarin die werknemer werksaam was as 'n klerklike werknemer, ongegag die bedryf of nywerheid waarin sodanige ondervinding opgedoen is;
- (b) enige ander werknemer ten opsigte van wie 'n stygende loonskaal in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word, die totale tydperk of tydperke waarin die werknemer in die Kunsmisnywerheid werksaam was in die beroep waarin hy diens doen;

"fabrieksklerk", 'n werknemer, uitgesonderd 'n klerklike werknemer, wat, onder toesig van 'n voorman, assistent-voorman, of klerklike werknemer een of meer van die volgende werksaamhede verrig:—

- (a) Etikette uitreik;
- (b) nasien, tel, weeg of besonderhede van trokke aanteken;
- (c) nasien, weeg (uitgesonderd op 'n gestelde skaal), of artikels meet;
- (d) die tye aanteken wat deur werknemers gewerk word;
- (e) stukwerkverdienste aanteken;
- (f) Naturelletale tolk of vertaal;
- (g) besonderhede van rekwisitiese aantekene vir uitreiking van gereedskap of uitrustig;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens agtien maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as agtien maande ondervinding;

"kunsmis" enige stof wat stikstof, fosforoksied, potas of kalk in 'n vorm of kombinasie wat as plantvoedsel beskikbaar is, bevat of na bewering bevat en wat verkoop word of bestem is om verkoop te word met die doel om die grond te bemes of voedsel aan plante te verskaf, maar sluit dit nie plaas- of stalmis, kraalmis en kraalmisas, dorpsafval of nagvuil in nie;

"Kunsmisnywerheid" die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is met die doel om kunsmis te vervaardig soos hierin omskryf, tesame met alle bedrywighede wat daarmee in verband staan of daaruit voortspruit;

"voorman" 'n werknemer, uitgesonderd 'n opsigter, onderbaas, indoeana of baasjong, wat toesig het oor die werknemers in 'n fabriek en wat beheer oor sodanige werknemers uitoefen en verantwoordelik is vir die doeltreffende verrigting, deur hulle, van hul werk;

"vurkhyseretrokbediener, klas I," 'n werknemer wat 'n vurkhyseretrok wat vir die laai en aflaai, verskuiving en opstapeling van goedere gebruik word, bedien, skoonmaak, met brandstof vul, olie, smeer, herstel en regstel;

"vurkhyseretrokbediener, klas II," 'n werknemer wat 'n vurkhyseretrok wat vir die laai en aflaai, verskuiving en opstapeling van goedere gebruik word, bedien, skoonmaak, met brandstof vul, olie en smeer;

"algemene werkmán" 'n werknemer, uitgesonderd 'n onderhouer, wat kleinere herstel-, opknappings- of onderhoudswerk doen aan geboue wat deur sy werkgever geëkkupier word;

"aansporingsloon" die besoldiging wat aan 'n werknemer betaal word ooreenkomstig enige stelsel waarvolgens die besoldiging op die hoeveelheid of omvang van die verrigte werk gebaseer word;

"indoeana" 'n werknemer wat die voorman help om orde en tug in 'n kampong te handhaaf en wat toesig oor 'n groep arbeiders kan hê;

"labourer" means an employee engaged in one or more of the following duties:—

- (1) Moving carrying, stacking or lifting;
- (2) loading or unloading;
- (3) cleaning premises, plant, machinery, tools, implements, utensils or vehicles, or other articles;
- (4) feeding into or taking off from machines, feeding into or drawing off from tanks or vats;
- (5) oiling or greasing machinery or vehicles other than electric generating machinery and motor vehicles;
- (6) opening or closing doors (other than closing doors of vats), boxes, bales, drums or bags (other than by machine) but excluding closing by means of solder;
- (7) opening and closing cocks and valves, under supervision;
- (8) packing drums into cardboard containers;
- (9) opening, assembling and/or sealing cartons or cardboard containers;
- (10) filling and/or emptying bags, casks, and/or drums, and/or crucibles or other containers;
- (11) sewing or mending bags or bales by hand;
- (12) marking, branding or stencilling;
- (13) affixing labels to bales, boxes, bags, drums or crates, or other containers;
- (14) sorting garbage;
- (15) removing sanitary pails;
- (16) cutting wire, twine or hessian by hand;
- (17) making or maintaining fires and/or removing refuse or ashes (excluding boilerman);
- (18) assisting on delivery vans, excluding driving;
- (19) weighing on a set scale;
- (20) pushing or pulling a manually-propelled vehicle;
- (21) delivering messages, letters or goods on foot or by means of a bicycle (other than a motor bicycle) or manually-propelled vehicle;
- (22) tending, and/or harnessing animals;
- (23) gardening, hoeing, raking, digging, cutting and planting under supervision;
- (24) cooking rations, making tea or other beverages;
- (25) operating a goods lift or hand hoist;
- (26) whitewashing or limewashing buildings, walls or structures of any kind;
- (27) picking, shovelling;
- (28) repairing tyres and tubes for use on wheelbarrows or bicycles;
- (29) mixing fertilizers, and/or farm foods by hand;
- (30) painting drums;
- (31) sorting shaking out and/or mending bags by hand;
- (32) preparing, carrying and feeding fuel to furnaces;
- (33) chopping wood, bones and/or other material;
- (34) sorting;
- (35) mixing mortar, concrete or stone by hand; loosening, taking out, breaking or spreading stone, concrete, soil or sand;
- (36) washing bottles, bags or other containers;
- (37) hand screening;
- (38) placing and/or removing tarpaulins;

"Law" shall be deemed to include the "Common Law";

"machine attendant" means an employee who operates, attends, starts and stops a power-driven machine and who may make minor repairs and adjustments thereto but does not include an employee engaged exclusively in feeding;

"maintenance man" means an employee who, under the supervision of an engineer, foreman, assistant foreman, or mechanic is engaged in making minor repairs and adjustments to machinery and plant, and general repairs and maintenance to site and equipment and the making of small accessories appertaining thereto; provided that a maintenance man making repairs or adjustments to machinery in motion shall be a competent person as defined in regulation 30 of the Regulations framed under the Factories, Machinery and Building Work Act, 1941;

"mechanic or engineer" means an employee who is a skilled tradesman or artisan, and for the purpose of this definition the expression "skilled tradesman or artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act of 1944, as amended; or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951 or a certificate issued to him by the Registrar of Apprenticeship in terms of either sub-section (1) of section two or sub-section (3) of section seven of the said Act, or a person who has had at least 5 years' practical experience in the operation and maintenance of machinery of which he is required to take charge, or which he is required to examine or with which he is required to work";

"arbeider" 'n werknemer wat een of meer van die volgende pligte nakom:—

- (1) Verskuif, dra, stapel of optel;
- (2) laai of aflaai;
- (3) persele, installasie, masjinerie, gereedskap, implemente, gerei of voertuie of ander artikels skoonmaak;
- (4) in masjiene voer of daaruit afvoer, in tenks of vate voer of daaruit aftap;
- (5) masjinerie of voertuie, uitgesonderd elektriese opwekingsmasjinerie en motorvoertuie, olie of smeer;
- (6) deure (uitgesonderd deure van vate), kiste, bale, dromme of sakke oopmaak of toemaak op 'n ander manier as met masjinerie, maar met uitsondering van toesoldering;
- (7) krane en kleppe onder toesig oopmaak en toemaak;
- (8) dromme in kartonhouers verpak;
- (9) kartondose of kartonhouers oopmaak, inmeekaarsit en/of verseël;
- (10) sakke, vate en/of dromme en/of smeltkroese of ander houers vul en/of leegmaak;
- (11) sakke of bale met die hand toewerk of heelmaak;
- (12) merk, brandmerk of sjabloneer;
- (13) etikette aan bale, kiste, sakke, dromme of kratte of ander houers bevestig;
- (14) afval sorteer;
- (15) nagemmers verwyder;
- (16) draad, tou of goingsak met die hand sny;
- (17) vure maak of aan die brand hou en/of afval of as verwyder (maar nie 'n keteloppasser se werk doen nie);
- (18) help op afleweringswaens, maar nie bestuur nie;
- (19) op 'n voorafgestelde skaal afweeg;
- (20) 'n handvoertuig stoot of trek;
- (21) boodskappe, briewe of goedere te voet of met 'n fiets (maar nie met 'n motorfiets nie) of handvoertuig aflewer;
- (22) diere versorg en/of inspan;
- (23) onder toesig tuinmaak, skoffel, hark, spit, sny en plant;
- (24) rantsoene kook, tee of ander drankie maak;
- (25) 'n goederehyser of handhystoestel bedien;
- (26) alle soorte geboue, mure of bouwerke afwit of witkalk;
- (27) met pik en graaf werk;
- (28) buitebande en binnebande wat op kruiswagens of fietse gebruik moet word, heelmaak;
- (29) kunsmissoorte en/of veevoer met die hand meng;
- (30) dromme verf;
- (31) sakke met die hand sorteer, uitskud en/of heelmaak;
- (32) brandstof voorberei, dra en in oonde voer;
- (33) hout, bene en/of ander materiaal fynkap;
- (34) sorteer;
- (35) dagha, beton of klip met die hand meng; klip, beton, grond of sand losmaak, uithaal, opbreek of strooi;
- (36) bottels, sakke of ander houers was;
- (37) met 'n handsif werk;
- (38) boksele oortrek en/of afhaal;

"Wet" ook die Gemene Reg;

"masjienebediener" 'n werknemer wat 'n kragmasjiene bedien, versorg, aansit en stopst en wat kleinere herstel- of verstelwerk daaraan kan doen, maar nie 'n werknemer wat uitsluitlik die masjiene voer nie;

"instandhouer" 'n werknemer wat onder die toesig van 'n ingenieur, voorman, assistent-voorman of werktuigkundige kleinere herstel- of verstelwerk aan masjinerie en installasie, en algemene herstel- en instandhoudingswerk aan die terrein en uitrusting doen en klein bybehorens in verband daarmee maak; met dien verstande dat 'n instandhouer wat herstel- of verstelwerk aan bewegende masjinerie doen, 'n bevoegde persoon moet wees soos omskryf in regulasie 30 van die Regulasies wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, opgestel is;

"werktuigkundige of ingenieur" 'n werknemer wat 'n geskoolde ambagsman of handwerksman is; en vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman of handwerksman" iemand wat sy vakleerlingskap voltooi het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is of geag word aangewys te wees, of iemand wat in besit is van 'n bekwaamheidsertifikaat wat ingevolge artikel ses van die Wet op Opleiding van Ambagsmense, 1951, deur die Registrateur van Vakleerlinge aan hom uitgereik is, of van 'n sertifikaat wat ingevolge of subartikel (7) van artikel twee of subartikel (3) van artikel sewe van genoemde Wet deur die Registrateur van Vakleerlinge aan hom uitgereik is, of iemand wat minstens 5 jaar praktiese ondervinding opgedoen het van die bediening en instandhouding van die masjinerie waarvoor hy verantwoordelik moet wees of wat hy moet ondersoek of waarmee hy moet werk;

- "mechanical shovel driver, class 11," means an employee drives, cleans, refuels, oils, greases, and carries out minor repairs and adjustments to a mechanical shovel;
- "mechanical shovel driver, class 11," means an employee who drives, cleans, refuels, oils, and greases a mechanical shovel;
- "military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- "motor vehicle" means any mechanically propelled vehicle used exclusively or mainly for the conveyance or delivery of goods on a public highway, and shall include a mechanical horse but shall not include an auto-cycle or a cycle fitted with an auxiliary engine;
- "motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving the vehicle, and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- "piece-work or task-work" means any system under which an employee's remuneration is based on the quantity or output of work done;
- "short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;
- "storeman" means an employee who is in charge of stores, who is responsible for the receiving, unpacking, checking, storing goods in the store, maintaining stocks record and issuing goods to consuming departments, who may also supervise the duties of subordinate stores staff;
- "supervisor" means an employee who, under the direction of a foreman or assistant foreman, supervises bag machinists, tablet machine operators, chargehands or boss boys, and who may supervise labourers engaged in the manufacture and/or handling of the materials of the Industry;
- "supervisor, qualified," means a supervisor who has had not less than eighteen months' experience;
- "supervisor unqualified," means a supervisor who has had less than eighteen months' experience;
- "tablet machine operator" means an employee who starts and stops a power-driven machine, and who may clean, feed and take off from such a machine;
- "unladen weight" means the weight of any motor vehicle or trailer expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor cycle or motor scooter, the unladen weight shall be deemed to be under 1,000 lb.;
- "valve bag machinist," means an employee who operates a valve bag machine;
- "wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work;
- "watchman" means an employee engaged in guarding premises, or property.
- (2) An employee shall be deemed to be employed in that class in which he is wholly or mainly engaged.

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:—

	Per Week.
	£ s. d.
Grade 1.	
Foreman.....	9 10 0
Clerical employee, qualified, male.....	7 0 0
Clerical employee, qualified, female.....	5 2 6
Chemist.....	11 0 0
Chemist technicians, qualified.....	9 5 0
Mechanic or engineer.....	9 0 0
Grade 2.	
Assistant foreman—	
during first year of experience.....	6 1 0
during second year of experience.....	6 12 0
during third year of experience.....	7 3 0
thereafter.....	7 14 0
Clerical employee, unqualified, male—	
during first year of experience.....	3 5 0
during second year of experience.....	4 0 0
during third year of experience.....	4 15 0
during fourth year of experience.....	5 5 0
during fifth year of experience.....	6 5 0

- "masjienskopdrywer, klas I," 'n werknemer wat 'n masjienskop dryf, skoonmaak, met brandstof vul, olie en smeer en wat kleinere herstel- of verstelwerk daaraan doen;
- "masjienskopdrywer, klas II," 'n werknemer wat 'n masjienskop dryf, skoonmaak, met brandstof vul, olie en smeer;
- "militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel *een en twintig* (1), gelees met sub-artikels (1) en (2) van artikel *twee en twintig* van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit nie opleiding wat hy mag verkies om ingevolge artikel *drie-en-twintig* van genoemde Wet te ondergaan nie en ook nie enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;
- "motorvoertuig" 'n meganies aangedrewe voertuig wat uitsluitlik of hoofsaaklik gebruik word vir die vervoer of aflewering van goedere op 'n openbare pad en omvat dit 'n voorhaker maar nie 'n outofiets of 'n fiets wat met 'n hulp-motor toegerus is nie;
- "motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig bestuur" al die tydperke wat die voertuig bestuur word en al die tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en al die tydperke waarin hy verplig is om op sy post te bly en gereed te wees om te bestuur;
- "stukwerk of taakwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van die werk wat verrig is;
- "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte, tekort aan grondstowwe of 'n algemene onklaarmaking van die installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval;
- "magasynman" 'n werknemer wat toesig het oor voorrade, wat daarvoor verantwoordelik is om goedere in die pak-huis te ontvang, uit te pak, na te gaan en te hou, om voor-raadregisters te hou en goedere aan verbruiksafdelings uit te reik en wat ook toesig oor die werk van ondergeskikte pakhuispersoneel mag hou;
- "opsigter" 'n werknemer wat onder die leiding van 'n voor-man of 'n assistentvoorman toesig hou oor sakmasjiniste, tabletmasjienbedieners, onderbase of baasjongens, en wat toesig mag hou oor arbeiders wat die materiaal vir die Nywerheid vervaardig en/of hanteer;
- "opsigter, gekwalifiseer" 'n opsigter met minstens agtien maande ondervinding;
- "opsigter, ongekwalifiseer" 'n opsigter met minder as agtien maande ondervinding;
- "tabletmasjienbediener" 'n werknemer wat 'n kragmasjien aan die gang sit en stopsit en wat sodanige masjien mag skoonmaak en voer, en daaruit mag afvoer;
- "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos gemeld in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets of -bromfiets, die onbelaste gewig geag word minder as 1,000 lb. te wees;
- "klepsakmasjinis" 'n werknemer wat 'n klepsakmasjien be-dien;
- "loon" dié deel van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure;
- "wag" 'n werknemer wat persele of eiendom bewaak.
- (2) 'n Werknemer word geag in diens te wees in daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

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

	Per week.
	£ s. d.
Graad 1.	
Voorman.....	9 10 0
Klerklike werknemer, gekwalifiseer, manlik.....	7 0 0
Klerklike werknemer, gekwalifiseer, vroulik.....	5 2 6
Chemikus.....	11 0 0
Chemitegnikus, gekwalifiseer.....	9 5 0
Werktuigkundige of ingenieur.....	9 0 0
Graad 2.	
Assistent-voorman—	
gedurende eerste jaar ondervinding.....	6 1 0
gedurende tweede jaar ondervinding.....	6 12 0
gedurende derde jaar ondervinding.....	7 3 0
daarna.....	7 14 0
Klerklike werknemer, ongekwalifiseer, manlik—	
gedurende eerste jaar ondervinding.....	3 5 0
gedurende tweede jaar ondervinding.....	4 0 0
gedurende derde jaar ondervinding.....	4 15 0
gedurende vierde jaar ondervinding.....	5 5 0
gedurende vyfde jaar ondervinding.....	6 5 0

	Per Week.
	£. s. d.
Clerical employee, unqualified, female—	
during first year of experience.....	3 0 0
during second year of experience.....	3 10 0
during third year of experience.....	4 0 0
during fourth year of experience.....	4 12 0
Chemical technician, unqualified—	
during first year of experience.....	2 10 0
during second year of experience.....	3 10 0
during third year of experience.....	4 15 0
during fourth year of experience.....	5 15 0
during fifth year of experience.....	7 0 0
during sixth year of experience.....	8 0 0
Grade 3.	
Storeman.....	4 10 0
Maintenance man.....	5 0 0
Handyman.....	3 15 0
Supervisor, qualified.....	3 17 0
Factory clerk, qualified.....	3 17 0
Grade 4.	
Supervisor, unqualified—	
during first six months of experience.....	2 15 0
during second six months of experience.....	3 0 6
during third six months of experience.....	3 6 0
Factory clerk, unqualified—	
during first six months of experience.....	2 15 0
during second six months of experience.....	3 0 6
during third six months of experience.....	3 6 0
Fork lift truck operator, Class I.....	3 0 6
Motor vehicle driver—	
where unladen weight of vehicles—	
(1) does not exceed 1,000 lb.....	2 15 0
(2) exceeds 1,000 lb. but not 6,000 lb.....	4 0 0
(3) exceeds 6,000 lb. but not 10,000 lb.....	4 19 0
Mechanical shovel driver, Class I.....	3 17 0
Grade 5.	
Chauffeur.....	3 0 0
Chargehand or boss boy.....	2 2 3
Induna.....	2 2 3
Boiler attendant.....	2 5 0
Mechanical shovel driver, Class II.....	2 12 3
Machine attendant.....	2 1 0
Watchman.....	2 0 0
Bag marking machine operator.....	2 0 0
Bag machinist.....	2 0 0
Tablet machine operator.....	2 0 0
Belt attendant.....	2 0 0
Valve bag machinist.....	2 0 0
Fork lift truck operator, Class II.....	2 0 0
Grade 6.	
Labourer, aged 18 years and over.....	1 15 9
Labourer under 18 years of age.....	1 6 0

Provided that this sub-clause shall not operate to reduce the wage of any employee at the date of coming into operation of this Agreement.

(2) *Long Service Allowance.*—Notwithstanding anything elsewhere provided for in this Schedule, each employee for whose class of work a minimum wage is fixed in clause 4 (1) shall, in addition to this ordinary wage, be paid a long service allowance in accordance with the following principles:

After 5 years of continuous service: 2½ per cent;
 After 10 years of continuous service: 5 per cent;
 After 15 years of continuous service: 7½ per cent;
 After 20 years of continuous service: 10 per cent;

of the actual wage earned.

(3) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment, not less than one-fifth, if he works in a five-day week establishment or one sixth, if he works in any other establishment, of the weekly wage prescribed plus 10 per cent of such wage for an employee of the same sex who performs the same class of work as the casual employee is required to do: provided that where a casual employee is required to perform work of a class of employee for whom a wage on a rising scale is prescribed, the expression "weekly wage" shall be deemed to be the weekly wage prescribed for a qualified employee of that class.

(4) *Differential Wage.*—An employee, other than a casual employee, who, in any one day for more than 60 minutes is required or permitted to perform two or more classes of work for which different minimum rates of wages are prescribed, shall be paid for all the hours worked on such day at the higher or highest of such different minimum wages.

(5) *Night Shift Allowance.*—The following allowance is to be paid when a major portion of the shift falls between 11 p.m. and 6 a.m.:—

Grades 1 and 2: 25s. per week.
 Grades 3 and 4: 12s. 6d. per week.

	Per week.
	£ s. d.
Klerklike werknemer, ongekwalifiseer, vroulik—	
gedurende eerste jaar ondervinding.....	3 0 0
gedurende tweede jaar ondervinding.....	3 10 0
gedurende derde jaar ondervinding.....	4 0 0
gedurende vierde jaar ondervinding.....	4 12 0
Chemitegnikus, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	2 10 0
gedurende tweede jaar ondervinding.....	3 10 0
gedurende derde jaar ondervinding.....	4 15 0
gedurende vierde jaar ondervinding.....	5 15 0
gedurende vyfde jaar ondervinding.....	7 0 0
gedurende sesde jaar ondervinding.....	8 0 0
Graad 3.	
Magasynman.....	4 10 0
Instandhouer.....	5 0 0
Algemene werkmán.....	3 15 0
Opsigter, gekwalifiseer.....	3 17 0
Fabrieksklerk, gekwalifiseer.....	3 17 0
Graad 4.	
Opsigter, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	2 15 0
gedurende tweede ses maande ondervinding.....	3 0 6
gedurende derde ses maande ondervinding.....	3 6 0
Fabrieksklerk, ongekwalifiseer—	
gedurende eerste ses maande ondervinding.....	2 15 0
gedurende tweede ses maande ondervinding.....	3 0 6
gedurende derde ses maande ondervinding.....	3 6 0
Vurkhysertrókbediener klas I.....	3 0 6
Motorvoertuigbestuurder—	
Wanneer onbelaste gewig van voertuie—	
(1) nie oor 1,000 lb. is nie.....	2 15 0
(2) oor 1,000 lb. maar nie oor 6,000 lb. is nie.....	4 0 0
(3) oor 6,000 lb. maar nie oor 10,000 lb. is nie.....	4 19 0
Masjienskopbediener, klas I.....	3 17 0
Graad 5.	
Chauffeur.....	3 0 0
Onderbaas of baasjong.....	2 2 3
Indoena.....	2 2 3
Keteloppasser.....	2 5 0
Masjienskopbediener, klas II.....	2 12 3
Masjiënoppasser.....	2 1 0
Wag.....	2 0 0
Bediener van sakmerkmasjiën.....	2 0 0
Sakmasjiën.....	2 0 0
Tabletmasjiënbediener.....	2 0 0
Vervoerbandoppasser.....	2 0 0
Klepsakmasjiën.....	2 0 0
Vurkhystrókbediener, klas II.....	2 0 0
Graad 6.	
Arbeider, 18 jaar en ouer.....	1 15 9
Arbeider onder 18 jaar.....	1 6 0

Met dien verstande dat hierdie subklousule nie so toegepas mag word dat die loon wat 'n werknemer op die datum van inwerktrading van hierdie Ooreenkoms verdien, verminder word nie.

(2) *Toelae vir lang diens.*—Ondanks enigiets elders in hierdie Bylae bepaal, moet daar aan elke werknemer vir wie se klas werk 'n minimum loon in klousule 4 (1) vasgestel word, benevens sy gewone loon, 'n toelae vir lang diens ooreenkomstig die volgende beginsels betaal word:—

Na 5 jaar ononderbroke diens: 2½ persent;
 na 10 jaar ononderbroke diens: 5 persent;
 na 15 jaar ononderbroke diens: 7½ persent;
 na 20 jaar ononderbroke diens: 10 persent;

van die werklike loon wat verdien word.

(3) *Los werknemer.*—Aan 'n los werknemer moet daar ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een vyfde (as hy werksaam is in 'n inrigting wat vyf dae per week werk) of een sesde (as hy in enige ander inrigting werksaam is) van die weekloon, plus 10 persent van sodanige loon, betaal word wat voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk doen as die werk wat die los werknemer moet doen; met dien verstande dat, waar 'n los werknemer die werk moet doen van 'n klas werknemer vir wie 'n loon op 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” geag moet word die weekloon te wees wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(4) *Differensiële loon.*—'n Werknemer, uitgesonderd 'n los werknemer, van wie vereis of wat toegelaat word om op een dag meer as 60 minute lank twee of meer klasse werk te verrig waarvoor verskillende minimum loonskaal voorgeskryf word, moet vir al die ure wat hy op sodanige dag gewerk het, besoldig word met die hoër of hoogste bedrag van sodanige verskillende minimum lone.

(5) *Nagskiftoelae.*—Die volgende toelae moet betaal word indien die grootste deel van die skof tussen 11 nm. en 6 vm. val:—

Grade 1 en 2: 25s. per week.
 Grade 3 en 4: 12s. 6d. per week.

(6) *Cost of Living Allowance.*—A married male employee, other than grade 5 or 6 employees, shall be paid a Cost of Living Allowance in accordance with the following scale which is based on a consumer price index of 100 (being the average of the nine main centres of the Union of South Africa):—

(a) Where the employee's gross ordinary weekly remuneration excluding overtime, Sunday work, night shift allowance and incentive bonus is:—

Salary/Wage Scale per week.		Weekly Cost of Living Allowance.	Future Increase/Decrease per week in pence for every 5 points variation in the Consumer Price Index Figure based on the last weekly Cost of Living Allowance.
£ s. d.	£ s. d.	Per week.	
Above 2 0 0 up to 2 5 0.....	2 5 0	1 18 10	6
Above 2 5 0 up to 2 10 0.....	2 10 0	2 3 3	7
Above 2 10 0 up to 2 15 0.....	2 15 0	2 7 7	8
Above 2 15 0 up to 3 0 0.....	3 0 0	2 11 1	9
Above 3 0 0 up to 3 5 0.....	3 5 0	2 14 7	10
Above 3 5 0 up to 3 10 0.....	3 10 0	2 16 9	10
Above 3 10 0 up to 3 15 0.....	3 15 0	3 2 4	11
Above 3 15 0 up to 4 0 0.....	4 0 0	3 7 5	12
Above 4 0 0 up to 4 10 0.....	4 10 0	3 10 10	12
Above 4 10 0 up to 5 0 0.....	5 0 0	3 19 6	14
Above 5 0 0 up to 5 10 0.....	5 10 0	4 5 4	15
Above 5 10 0 up to 6 0 0.....	6 0 0	4 14 3	17
Above 6 0 0 up to 6 10 0.....	6 10 0	4 19 9	18
Above 6 10 0.....		5 10 4	20

Note.—The cost of living allowance payable in the event of a variation from this consumer price index of 100·0 will change only if the consumer index figure rises or falls by five (5) points or more. The calculations therefor to be based on the increase or decrease scale shown above and being only for five points. Thereafter, changes in the cost of living allowance payable will only be made when the current consumer price index figure varies by five or more points from the consumer price index figure that prevailed when the last change was made in the cost of living allowance.

Provided that if the ordinary weekly wage plus cost of living allowance payable thereon to any employee in terms of this sub-clause is at a rate which exceeds £18 or such other amount as the Governor-General may from time to time determine by Proclamation in the *Gazette* in terms of War Measure No. 43 of 1942 (as amended), as the amount above which no cost of living allowance shall be payable, the weekly allowance payable to such employee shall be an amount equal to the difference between the said weekly wage and £18, or such other amount as the case may be; and, provided further that nothing contained in this sub-clause shall operate so as to increase the weekly wage plus cost of living allowance payable to any employee to an amount in excess of £18 per week or such other amount, as the case may be.

(b) All other employees not referred to in paragraph (a) shall be paid a cost of living allowance in accordance with War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

(c) Where payment in terms of sub-paragraph (a) is less than the allowance payable under War Measure No. 43 of 1942, as amended, or as may be amended from time to time, allowances under the War Measure Allowance shall be paid.

Note.—Night shift allowance shall not be excluded when calculating cost of living allowance under War Measure No. 43 of 1942 as amended.

5. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash either weekly or monthly within 30 minutes of ceasing work on the usual payday of the establishment. The monthly remuneration payable shall be not less than the weekly wage multiplied by four and one-third.

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

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

(4) *Casual Employees.*—A casual employee shall be paid his remuneration on termination of his employment.

(6) *Lewenskostetoelae.*—Aan 'n getroude manlike werknemer, uitgesonderd 'n graad 5- of graad 6-werknemer, moet 'n lewenskostetoelae betaal word ooreenkomstig onderstaande skaal, wat gebaseer is op 'n verbruikersprysindeks van 100 (naamlik die gemiddelde van die nege hoofsentrums van die Unie van Suid-Afrika):—

(a) As die werknemer se bruto gewone weeklikse besoldiging met uitsondering van betaling vir oortyd- en Sondagwerk, nagskoftoelae een aansporingsbonus, soos volg is:—

Salaris/Loonskaal per week.		Weeklikse lewenskostoelae.	Toekomstige styging/daling per week, in pennies, vir elke 5 punte verskil in die verbruikersprysindeks- syfer gebaseer op die jongste weeklikse lewenskostoelae.
£ s. d.	£ s. d.	Per week.	
Bo 2 0 0 tot 2 5 0.....	2 5 0	1 18 10	6
Bo 2 5 0 tot 2 10 0.....	2 10 0	2 3 3	7
Bo 2 10 0 tot 2 15 0.....	2 15 0	2 7 7	8
Bo 2 15 0 tot 3 0 0.....	3 0 0	2 11 1	9
Bo 3 0 0 tot 3 5 0.....	3 5 0	2 14 7	10
Bo 3 5 0 tot 3 10 0.....	3 10 0	2 16 9	10
Bo 3 10 0 tot 3 15 0.....	3 15 0	3 2 4	11
Bo 3 15 0 tot 4 0 0.....	4 0 0	3 7 5	12
Bo 4 0 0 tot 4 10 0.....	4 10 0	3 10 10	12
Bo 4 10 0 tot 5 0 0.....	5 0 0	3 19 6	14
Bo 5 0 0 tot 5 10 0.....	5 10 0	4 5 4	15
Bo 5 10 0 tot 6 0 0.....	6 0 0	4 14 3	17
Bo 6 0 0 tot 6 10 0.....	6 10 0	4 19 9	18
Bo 6 10 0.....		5 10 4	20

Opmerking.—Die lewenskostoelae wat betaalbaar is ingeval van 'n variasie in hierdie verbruikersprysindeks van 100·0, sal slegs verander as die verbruikersprysindeks met vyf (5) of meer punte styg of daal. Die berekenings daarvoor moet op die stygings- of dalingskaal hierbo aangegee, gebaseer word en hierdie skaal geld slegs vir vyf punte. Daarna sal veranderings in die lewenskostoelae wat betaalbaar is, slegs gemaak word wanneer die heersende verbruikersprysindekssyfer met 5 of meer punte verskil van die verbruikersprysindekssyfer wat bestaan het toe die lewenskostoelae laas verander is.

Met dien verstande dat, as die gewone weekloon plus die lewenskostoelae wat ingevolge hierdie subklousule op sodanige weekloon aan 'n werknemer betaalbaar is, meer bedra as £18 of dié ander bedrag wat die Goewerneur-generaal van tyd tot tyd kragtens Oorlogsmaatreël No. 43 van 1942 (soos gewysig) by proklamasie in die *Staatskoerant* mag vasstel as die bedrag waarbo geen lewenskostoelae betaalbaar is nie, die weeklikse toelae wat aan sodanige werknemer betaalbaar is, 'n bedrag moet wees wat gelyk is aan die verskil tussen genoemde weekloon en £18 of dié ander bedrag wat die Goewerneur-generaal vasgestel het; en voorts met dien verstande dat geen bepaling in hierdie subklousule so toegepas mag word dat die weekloon, plus lewenskostoelae, wat aan 'n werknemer betaalbaar is, tot 'n bedrag van meer as £18 per week of dié ander bedrag wat die Goewerneur-generaal vasgestel het, verhoog word nie.

(b) Aan alle ander werknemers op wie paragraaf (a) nie betrekking het nie, moet 'n lewenskostoelae ooreenkomstig Oorlogsmaatreël No. 43 van 1952, soos gewysig of soos dit van tyd tot tyd gewysig mag word, betaal word.

(c) Waar die bedrag wat ingevolge subparagraaf (a) betaal moet word, minder is as die toelae wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos dit van tyd tot tyd gewysig mag word, moet die toelae soos voorgeskryf by die Oorlogsmaatreël, betaal word.

Opmerking.—Nagskoftoelae mag nie uitgesluit word wanneer lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, bereken word nie.

5. BETALING VAN BESOLDIGING.

(1) Besoldiging moet of weekliks of maandeliks binne 30 minute na die staking van werk op die gewone betaaldag van die inrigting in kontant betaal word. Die maandelikse besoldiging moet minstens die weekloon, vermenigvuldig met vier een-derde, bedra.

(2) *Premies.*—Geen betaling vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werk-gewer gedoen of deur hom aangeneem word nie.

(3) *Koop van goedere.*—'n Werk-gewer mag nie van sy werknemer vereis om goedere van hom of van 'n winkel wat hy aanwys, te koop nie.

(4) *Los werknemers.*—Die besoldiging van 'n los werknemer moet by die beëindiging van sy diens betaal word.

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

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

- With the written consent of the employee, deductions for holiday, sick, insurance, provident or pension funds.
- When an employee absents himself from work a pro rata amount for the period of such absence.
- A deduction of any amount which an employer, by any law or any order of any competent court is required or permitted to make;
- When an employee whose basic rate of pay does not exceed £2. 10s. per week has agreed to board and/or lodge with his employer, a deduction not exceeding the amount specified hereunder—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board.....	0 4 0	0 17 4
(ii) Lodging.....	0 2 0	0 8 8
(iii) Board and Lodging.....	0 6 0	1 6 0

(e) In the case of an employee other than an employee referred to in paragraph (d) a rental to be agreed upon between the employer and employee subject to a maximum rental of £12 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.

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

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

(1) (a) The ordinary hours of work of all employees shall be 46 hours a week and all employment in excess thereof shall be deemed to be overtime.

(b) Save as otherwise provided for in this Agreement the normal hours of work shall be 8 hours 12 minutes a day from Monday to Friday and 5 hours on Saturdays; provided, however, that the employer may, at his option, require all employees, or such employees as he may decide, to work five days of 9 hours 12 minutes a day in respect of each week, from Monday to Friday. Employment in excess of above shall be deemed to be overtime.

(2) *Casual Employee*.—The ordinary hours of work in any one day for a casual employee shall not exceed 8½ hours in a six-day week and 9 hours 12 minutes in a five-day week.

(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—

- if such interval be for longer than one hour any period in excess of any hour and a quarter shall be deemed to be ordinary hours of work;
- 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-clauses (1) and (2) shall be deemed to be overtime.

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

- for more than three hours in any day;
- for more than ten hours in any one week.

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

- to work between 6 o'clock p.m. and 6 o'clock a.m.;
- to work after 1 o'clock p.m. on more than five days in any week;
- to work overtime for more than two hours on any day or for more than three consecutive days;
- to work overtime on more than sixty days in any year;
- to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - before midday given notice thereof to such employee; or
 - provided such employee with an adequate meal before the commencement of such overtime; or
 - paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(5) *Losies en inwoning*.—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, soos gewysig, mag 'n werkgewer nie van sy werknemer vereis om by hom of op 'n plek wat hy aanwys, te loseer en/of in te woon nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag nie sy werknemer boetes ople of aftrekkings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse.
- Wanneer 'n werknemer van sy werk af wegbly, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- 'n Bedrag wat 'n werkgewer ingevolge 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek.
- Wanneer 'n werknemer wie se basiese loon nie meer as £2. 10s. per week bedra nie, toestem om by sy werkgewer te loseer en/of in te woon, 'n aftrekking van hoogstens ondergenoemde bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Losies.....	0 4 0	0 17 4
(ii) Inwoning.....	0 2 0	0 8 8
(iii) Losies en inwoning.....	0 6 0	1 6 0

(e) In die geval van 'n ander werknemer as dié bedoel in paragraaf (d), 'n huishuur waarvoor die werkgewer en die werknemer ooreengekom het, maar onderworpe aan 'n maksimum van £12 per maand; ingeval die werkgewer en die werknemer nie oor die huurgeld ooreen kan kom nie, moet die saak na die Raad verwys word wat dan die bedrag wat afgetrek moet word, moet bepaal.

(f) Met die skriftelike toestemming van die werknemer, hydraes tot die fondse van 'n geregisteerde vakvereniging.

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

(1) (a) Die gewone werkure van alle werknemers is 46 uur per week en alle diens daarbenewens gelewer, word geag oortyd te wees.

(b) Behoudens andersluidende bepalings in hierdie Ooreenkoms, is die gewone werkure 8 uur en 12 minute per dag van Maandag tot Vrydag en 5 uur op Saterdag; met dien verstande egter dat die werkgewer—na sy keuse—van al sy werknemers of dié werknemers wat hy mag aanwys, kan vereis om vyf dae van 9 uur en 12 minute per dag elke week van Maandag tot Vrydag te werk. Alle diens daarbenewens gelewer, word geag oortyd te wees.

(2) *Los werknemer*.—Die gewone werkure vir 'n los werknemer mag nie meer as 8½ uur per dag in 'n week van 6 dae en 9 uur en 12 minute in 'n week van vyf dae wees nie.

(3) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie; met dien verstande dat—

- as sodanige pouse langer as een uur duur, enige tyd oor 1½ uur geag word gewone werkure te wees;
- werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees.

(4) *Werkure moet aaneenlopend wees*.—Behoudens die bepalings van subklousule (3), moet alle werkure aaneenlopend wees.

(5) *Oortyd*.—Alle tyd langer gewerk as die getal ure wat ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf word, word geag oortyd te wees.

(6) *Beperking van oortyd*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om—

- meer as drie uur op 'n dag;
- meer as tien uur in 'n week; oortyd te werk nie:

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

- tussen 6 nm. en 6 vm. te werk nie;
- op meer as vyf dae in 'n week na 1 nm. te werk nie;
- meer as twee uur oortyd op 'n dag of oortyd op meer as drie agtereenvolgende dae te werk nie;
- meer as 60 dae oortyd in 'n jaar te werk nie;
- na voltooiing van haar gewone werkure op 'n dag, meer as een uur oortyd te werk nie tensy hy—
 - sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - sodanige werknemer voor die aanvang van sodanige oortydperk van 'n toereikende ete voorsien het; of
 - sodanige werknemer betyds een sjieling en ses pen-nies betaal het om 'n ete te nuttig voordat sodanige oortydwerk moet begin.

(8) *Payment of overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times the wage earned. Provided that for the purpose of this sub-clause, the expression "wage" shall be deemed to include the employee's cost of living allowance prescribed from time to time in the cost of living regulations framed under War Measure No. 43 of 1942 as amended.

(9) *Savings.*—The provisions of this clause shall not apply to watchmen and the provisions of sub-clause (3) shall not apply to a boiler attendant employed on shift work, and working not more than eight hours per shift or to a driver of a motor vehicle or a labourer assisting on such vehicle, and the provisions of sub-clauses (3), (4) and (6) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

(10) Watchman shall not be employed on more than six shifts in any one week.

(11) Foremen and other employees holding responsible positions who receive a remuneration of not less than £780 per annum [provided that any cost of living allowance received in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended) and any subsistence and transport allowances received shall not be regarded as remuneration] are exempted from the provisions of this clause.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant the following annual leave in respect of each completed twelve months of employment with him:—

(a) Grade 1, Grade 2 and Grade 3: three weeks;

(b) Grade 4, Grade 5 and Grade 6: two weeks;

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

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

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

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo military training;

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

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

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

(4) An employee whose contract of employment terminates in the first or any subsequent twelve months of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than twelve months, not less than one-twelfth of the weekly wage which he was receiving immediately before the date of such termination, multiplied by three in the case of employees referred to in clause 7 (1) (a) and by two in the case of employees referred to in clause 7 (1) (b).

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

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

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

amounting in the aggregate to not more than twenty weeks in any year (not including any leave granted under clause 8 hereof), and shall be deemed to commence from the date such employee entered his employer's service.

Provided that if in any year the period of military training of any employee is less than thirteen weeks, the period of twenty weeks shall be reduced by a period equal to that by which the period of training is less than thirteen weeks.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortydwerk wat hy verrig het, besoldig teen 'n skaal van minstens 1½ maal die loon wat hy verdien; met dien verstande dat, vir die toepassing van hierdie subklousule, die uitdrukking „loon" geag word die werknemer se lewenskoste-toelae in te sluit wat van tyd tot tyd voorgeskryf word in die regulasies betreffende lewenskostetoelae wat kragtens Oorlogs-maatreël No. 43 van 1942, soos gewysig, opgestel is.

(9) *Voórbehoud.*—Die bepalings van hierdie klousule is nie op wagte van toepassing nie, en die bepalings van subklousule (3) is nie op 'n keteloppasser wat skofwerk verrig en hoogstens agt uur per skof werk of op 'n motorbestuurder of 'n arbeider wat op so 'n voertuig behulpsaam is, van toepassing nie, en die bepalings van subklousules (3), (4) en (6) is nie op 'n werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van die installasie of masjinerie of 'n ander onvoorsiene nood-geval, van toepassing nie.

(10) Wagte mag nie meer as ses skofte in 'n week werk nie.

(11) Voormanne en ander werknemers wat verantwoordelike betrekkinge beklee en 'n besoldiging van minstens £780 per jaar ontvang (met dien verstande dat enige bedrag wat hulle aan hoër lewenskostetoelae ontvang as dié betaalbaar volgens die hoogste skaal wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, en enige verblyf- en reistoelae wat hulle ontvang, nie as besoldiging beskou moet word nie) is vrygestel van die bepalings van hierdie klousule.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werknemer die volgende jaarlikse verlof ten opsigte van elke voltooid jaar diens by hom toestaan:—

(a) Graad 1, Graad 2 en Graad 3: drie weke;

(b) Graad 4, Graad 5 en Graad 6: twee weke;

en moet hy vir elke week daarvan aan sodanige werknemer 'n bedrag betaal van minstens die weekloon wat hy onmiddellik voor die begin van sodanige verlof ontvang het.

(2) Die verlof wat in subklousule (1) voorgeskryf word, moet toegestaan word op 'n tyd wat die werkgewer bepaal; met dien verstande dat—

(i) as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van sodanige verlof nie met siekteverlof wat ooreenkomstig klousule 8 toegestaan is, of met 'n tydperk waarin die werknemer verplig is om militêre opleiding te ondergaan, mag saamval nie;

(iii) as Nuwejaarsdag, Goë Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag, by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iv) 'n werkgewer elke dag geleentheidsverlof wat met volle betaling op die skriftelike versoek van sy werknemer aan sodanige werknemer toegestaan is gedurende die twaalf maande diens waarop die jaarlikse verloftydperk betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laagste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste twaalf maande of in enige daaropvolgende twaalf maande diens by dieselfde werkgewer eindig voordat die verloftydperk gemeid in subklousule (1), aangebreek het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging, in plaas van verlof en ten opsigte van elke voltooid maande van sodanige tydperk van minder as twaalf maande, minstens die volgende betaal word: Een-twaalfde van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging, vermenigvuldig met drie in die geval van werknemers wat in klousule 7 (1) (a) genoem word en met twee in die geval van werknemers wat in klousule 7 (1) (b) genoem word.

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

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

(a) met verlof afwesig is ooreenkomstig die bepalings van subklousule (1);

(b) militêre opleiding moet ondergaan;

(c) van sy werk afwesig is op las van of op die versoek van sy werkgewer;

(d) ooreenkomstig die bepalings van klousule 9 afwesig is met siekteverlof;

en wat altesaam (maar met uitsondering van verlof wat ooreenkomstig klousule 8 hiervan toegestaan is) op nie meer as twintig weke in enige jaar te staan kom nie, en word dié diens geag te begin op die datum waarop sodanige werknemer by sy werk-gewer in diens getree het; met dien verstande dat, as 'n werknemer se tydperk van militêre opleiding in enige jaar minder as dertien weke is, die tydperk van twintig weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat oorbly nadat die opleidingstydperk afgetrek is van die tydperk van dertien weke.

8. LONG SERVICE LEAVE.

An employer shall grant to all employees within grades 1, 2, 3 and 4 additional leave in recognition of long service as follows:—

- (a) In the eleventh year of service: three weeks additional leave.
 - (b) In the twenty-first year of service: six weeks additional leave.
- (Note.—The above extra leave is in respect of the year in question only and does not recur annually. Arrangements for taking such leave shall be made with the employer.)
- (c) In the twenty-second year of service and thereafter annually: an additional week's leave.

9. SICK LEAVE.

(1) An employer shall grant to his employee after three months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, ninety-two working hours' sick leave in the aggregate during any cycle of twelve months of employment with him and shall pay to him in respect of each hour thereof an amount not less than one forty-sixth of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed: Provided further that where in any factory there exists or may be established by virtue of an agreement between the employer and his employees or between any employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences, from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any cycle of twelve months not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

(2) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause.

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

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Whenever an employee other than a casual employee works on a Sunday, his employer shall either—

- (a) pay the employee not less than double the wage payable in respect of the period ordinarily worked by him on a week day; or
- (b) pay the employee not less than one and one-third his ordinary rate of wage in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday, one day's holiday, and pay him in respect thereof, wage at a rate of not less than his ordinary rate of wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 4 (3) for a casual employee.

(3) If an employee other than a casual employee does not work on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day, wage at a rate not less than his ordinary rate of wage as if he had on such day worked his average ordinary working hours for that day of the week.

(4) Whenever an employee other than a casual employee works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him wage at a rate not less than his ordinary rate of wage in respect of the total period worked on such day, in addition to the wage to which he would have been entitled had he not so worked.

(5) Whenever a casual employee works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay to him for each such day, not less than the daily wage prescribed in clause 4 (3) for a casual employee plus, in respect of each hour or part of an hour so worked, such wage divided by eight.

(6) Savings.—This clause shall not apply to—

- (a) foremen and other employees holding responsible positions who receive a wage of not less than £780 per annum [Provided that any cost of living allowance received in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended) and any subsistence and transport allowances received shall not be regarded as wage] and are exempt from the provisions of this clause;
- (b) watchmen.

8. LANGDIENSVERLOF.

'n Werkgewer moet, ter erkenning van lang diens, aan alle werknemers in grade 1, 2, 3 en 4 addisionele verlof soos volg toestaan:—

- (a) In die elfde jaar diens: drie weke addisionele verlof.
 - (b) In die een-en-twintigste jaar diens: ses weke addisionele verlof.
- (Opmerking.—Bogenoemde ekstra verlof word slegs ten opsigte van die betrokke jaar toegestaan en word nie jaarliks herhaal nie. Reëlins om sodanige verlof te neem, moet met die werkgever getref word.)
- (c) In die twee-en-twintigste jaar diens en daarna jaarliks: 'n addisionele week verlof.

9. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat na drie maande diens by hom van sy werk afwesig is weens siekte of 'n ongeluk (maar uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is) wat nie deur sy eie wangedrag veroorsaak is nie, altesaam twee-en-negentig werkure siekteverlof toestaan in enige kringloop van twaalf maande diens by hom en moet hom ten opsigte van elke uur daarvan 'n bedrag betaal van minstens een ses-en-veertigste van die weekloon wat hy onmiddellik voor die begin van sodanige verlof ontvang het; met dien verstande dat die werkgever ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, kan vereis dat 'n sertifikaat voorgelê word wat deur 'n geregistreerde geneeskundige praktisyn onderteken is en wat die aard en die duur van die werknemer se ongesteldheid meld; en voorts met dien verstande dat, waar daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, in enige fabriek 'n siektebystands- of voorsorgsfonds bestaan of gestig mag word, waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat nie minder is nie as die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is en waaruit 'n werknemer, wanneer hy van sy werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is), in enige kringloop van twaalf maande ten opsigte van sodanige afwesigheid altesaam minstens 'n bedrag gelyk aan sy volle loon vir twee weke moet ontvang onder omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Waar daar by wet van 'n werkgever vereis word om gelde vir die hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en waar die werkgever sodanige gelde wel betaal, kan die bedrag aldus betaal, afgetrek word van die betaling wat ingevolge hierdie klousule ten opsigte van ongeskiktheid verskuldig is.

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

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever aan sodanige werknemer—

- (a) of minstens dubbel die loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk;
- (b) of minstens een en een-derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het en hom binne sewe dae van sodanige Sondag af een dag vakansie toestaan en hom ten opsigte daarvan 'n loon betaal wat nie minder is nie as sy gewone loon wat hy sou ontvang het as hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 4 (3) vir 'n los werknemer voorgeskryf word.

(3) As 'n werknemer, uitgesonderd 'n los werknemer, nie op Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag 'n loon betaal wat nie minder is nie as die gewone loon wat hy sou ontvang het as hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom benewens die loon waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, 'n loon betaal wat nie minder is nie as sy gewone loon ten opsigte van die totale tydperk op sodanige dag gewerk.

(5) Wanneer 'n los werknemer op Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom, vir elke sodanige dag minstens die daaglikse loon wat in klousule 4 (3) vir 'n los werknemer voorgeskryf word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon verdeel deur agt, betaal.

(6) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing nie op—

- (a) voormanne en ander werknemers wat verantwoordelike betrekings beklee en 'n loon van minstens £780 per jaar ontvang (met dien verstande dat enige bedrag wat hulle aan hoër lewenskostetoelae ontvang as dié betaalbaar volgens die hoogste skaal wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, en enige reis- en verblyfoste wat hulle ontvang, nie as loon beskou moet word nie) en hulle is vrygestel van die bepalings van hierdie klousule;
- (b) wagte.

11. INCENTIVE RATES WORK.

(1) Subject to the provisions contained in clause 5 (6), an employer shall pay to his employee who is engaged on incentive rates work, remuneration at a rate agreed to between employer and employee; provided that, irrespective of the quantity or output of the work done, the employer shall pay to the employee not less than—

- (a) in the case of an employee, other than a casual employee, in respect of each week during which work is performed on the incentive rates basis, the weekly wage prescribed in clause 4 (1), read with clause 6 (8), for an employee of his class and area;
- (b) in the case of a casual employee, in respect of each day on which work is performed on the incentive rates basis, the wage prescribed in clause 4 (3), read with clause 6 (8).

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

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

12. OVERALLS AND PROTECTIVE CLOTHING.

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

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a labourer or a casual employee, 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.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first four weeks of employment and thereafter 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—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;
- (b) in the case of a week's notice not less than the weekly wage which the employee was receiving immediately before the date of such termination;

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for 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 day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 9 or during any period of military training undergone by the employee.

15. SHORT TIME.

Whenever the ordinary hours of work as prescribed are reduced on account of short time a deduction may be made by an employer from his employee's remuneration, in respect of each hour of such reduction, of one forty-sixth of the weekly wage prescribed in clause 4 provided that no deduction shall be made—

- (1) in the case of short time arising out of temporary slackness of trade or shortage of raw material or transport unless the employer has given his employee not less than eight hours notice of his intention so to reduce the ordinary hours of work;
- (2) in the case of short time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

11. AANSPOINGSLOONWERK.

(1) Behoudens die bepalings van klousule 5 (6), moet 'n werkgever aan sy werknemer wat aansporingsloonwerk doen, 'n besoldiging betaal teen 'n skaal waaroor die werkgever en die werknemer ooreengekom het; met dien verstande dat, ongeag die hoeveelheid of die omvang van die verrigte werk, die werkgever aan die werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin werk op die aansporingsloongrondslag verrig word, die weekloon wat in klousule 4 (1), gelees met klousule 6 (8), vir 'n werknemer van sy klas en gebied voorgeskryf word;
- (b) In die geval van 'n los werknemer, ten opsigte van elke dag waarop werk op die aansporingsloongrondslag verrig word, die loon voorgeskryf in klousule 4 (3), gelees met klousule 6 (8).

(2) 'n Werkgever moet 'n lys van die skale vir aansporingsloonwerk gemeld in subklousule (1), op 'n duidelik sigbare plek in sy inrigting vertoon en in stand hou.

(3) 'n Werkgever of 'n werknemer wat voornemens is om 'n ooreenkoms ten opsigte van aansporingsloonwerk in te trek of om onderhandelings in verband met 'n wysiging van sodanige ooreenkoms aan te knoop, moet minstens een week vooraf skriftelik kennis gee van sodanige voorneme.

12. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle oorpakke en/of beskermende klere wat hy van sy werkgever mag vereis om te dra of wat hy ingevolge 'n wet of 'n regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in 'n goeie toestand hou.

13. DIENSSERTIFIKAAT.

'n Werkgever moet by die beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n arbeider of 'n los werknemer, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgever en die werknemer, die aard van die werk, die begin- en beëindigingsdatum van die kontrak en die besoldigingskaal ten tyde van sodanige beëindiging gemeld word.

14. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens vier-en-twintig uur, en daarna minstens een week vooraf kennis gee van sy voorneme om die dienskontrak te beëindig of moet in plaas daarvan minstens die volgende betaal of verbeur:—

- (a) In die geval waar vier-en-twintig uur vooraf kennis gegee moet word, die weeklikse loon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, verdeel deur ses in die geval van 'n werknemer wat ses dae per week werk en deur vyf in die geval van 'n werknemer wat vyf dae per week werk;
- (b) in die geval waar 'n week vooraf kennis gegee moet word, minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

Met dien verstande dat dit nie inbreuk mag maak nie op—

- (i) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig om 'n regsgeldige rede;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingtydperk van gelyke duur vir albei partye en van langer as een week.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees met die kennisgewingtydperk waaroor daar ooreengekom is.

(3) Die kennisgewingtydperk genoem in subklousule (1), begin op die dag waarop daar kennis gegee word; met dien verstande dat die kennisgewingtydperk nie met die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalings van klousule 7 of siekteverlof ooreenkomstig die bepalings van klousule 9 of met enige tydperk waarin die werknemer militêre opleiding ondergaan, mag saamval nie en dat daar ook nie gedurende bogenoemde tydperke van afwesigheid kennis gegee mag word nie.

15. KORTTYD.

Wanneer die gewone werkure soos voorgeskryf, ingekort word weens korttyd, kan 'n werkgever ten opsigte van elke uur van sodanige inkorting, een ses-en-veertigste van die weekloon voorgeskryf in klousule 4, van sy werknemer se besoldiging aftrek, met dien verstande dat geen aftrekking mag geskied nie—

- (1) in die geval van korttyd wat ontstaan uit 'n tydelike handelslapte of 'n tekort aan grondstowwe of vervoer, tensy die werkgever sy werknemer minstens agt uur vooraf kennis gegee het van sy voorneme om die gewone werkure aldus in te kort;
- (2) ten opsigte van die eerste uur wat nie gewerk word nie in die geval van korttyd wat ontstaan uit ongunstige weersgesteldheid of 'n algemene onklaarstelling van die installasie of masjinerie weens 'n ongeluk of 'n ander onvoorziene noodgeval, tensy die werkgever sy werknemer die vorige dag in kennis stel het dat daar geen werk beskikbaar sal wees nie.

16. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed a legible copy of this Agreement in a conspicuous place in his establishment, where it is readily accessible to all his employees.

17. EXEMPTIONS.

- (1) The Council may grant exemption from any one of the provisions of this Agreement to or in respect of any person.
- (2) The Council shall fix the conditions, subject to which 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.

18. ADMINISTRATION OF AGREEMENT.

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

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

19. EMPLOYMENT OF MINORS.

No person under the age of 15 years shall be employed in the Fertilizer Industry.

Signed for and on behalf of the parties this 21st day of July 1959.

R. W. MILLS, *Chairman.*

G. LITHGOW, *Vice-Chairman.*

P. H. THOMAS, *Secretary.*

No. 572.] [22 April 1960.
Factories, Machinery and Building Work Act, 1941.

**FERTILIZER MANUFACTURING INDUSTRY,
 DURBAN AND PINETOWN.**

I, JOHANNES DE KLERK, Minister of Labour, 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 Fertilizer Manufacturing Industry, Durban and Pinetown, published under Government Notice No. 571 of the 22nd April, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie ooreenkoms aanbring en aangebring hou op 'n duidelik sigbare plek in sy inrigting waar al sy werknemers dit maklik kan bereik.

17. VRYSTELLINGS.

- (1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.
- (2) Die Raad moet die voorwaardes vasstel waarop vrystelling verleen word; met dien verstande dat die Raad, na sewe dae kennisgewing aan die betrokke persoon, 'n Vrystelling kan intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

18. TOEPASSING VAN OOREENKOMS.

- (1) Die Raad is die liggaam wat vir die toepassing van die ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings van die Ooreenkoms onbestaanbaar is nie.
- (2) Enige geskil omtrent die uitleg van enigeen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

19. INDIENSNEEMING VAN MINDERJARIGES.

Niemand onder die leeftyd van 15 jaar word in die Kunsmisvervaardigingsnywerheid in diens geneem nie.

Geteken vir en namens die partye op hede die 21ste dag van Julie 1959.

R. W. MILLS, *Voorsitter.*

G. LITHGOW, *Ondervoorsitter.*

P. H. THOMAS, *Sekretaris.*

No. 572.] [22 April 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

**KUNSMISVERVAARDIGINGSNYWERHEID,
 DURBAN EN PINETOWN.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kunsmisvervaardigingsnywerheid, Durban en Pinetown, gepubliseer by Goewermentskennisgewing No. 571 van 22 April 1960, vir die persone wie se werksure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

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