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PRYS 5c.

[No. 139.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1253.] [22 December 1961.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

SUGAR MANUFACTURING AND REFINING IN-
DUSTRY, NATAL.—(SKILLED LABOUR.)

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sugar Manufacturing and Refining Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th April, 1964, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall be binding from the second Monday after the date of publication of this notice, and for the period ending 30th April, 1964, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial Districts of Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone and from the second Monday after the date of publication of this notice and for the period ending 30th April, 1964, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (6) (g), shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1253.] [22 Desember 1961.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

SUIKERVERVAARDIGINGS- EN -RAFFINEERNY-
WERHEID, NATAL.—(GESKOOLDE ARBEID.)

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Suikervervaardigings- en -raffineernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (6) (g), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 eindig, in die landdrosdistrikte Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY.

SKILLED LABOUR AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, by and between The Sugar Manufacturing and Refining Employers' Association (hereinafter referred to as the "employers" or the "employers organisation"), of the one part, and

The Amalgamated Engineering Union
The Sugar Industry Employees' Association, and
The South African Electrical Workers' Association
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being parties to the Industrial Council for the Sugar Manufacturing and Refining Industry.

1. SCOPE OF APPLICATION.

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

(b) The provisions of this Agreement, where not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder, shall apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force until the 30th April, 1964, or for such other period as may be determined by him.

3. DEFINITIONS.

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

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

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to be registered in terms of the Apprenticeship Act, 1944, as amended, or under the Master and Servant Act, No. 40 of 1894, and includes a minor serving a probationary period;

"artisan or mechanic, including rigger," means an employee who has completed a contract of apprenticeship under the Apprenticeship Act, 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 said Registrar in terms of either section two (7) or section seven (3) of the said Act, provided that an employee who has been continuously employed on artisan work for a period of not less than five years may be regarded as an artisan if performing artisan's work in terms of this Agreement;

"assistant or bench chemist, certificated," means an employee engaged in chemical work who has had five years experience, and who holds either the Final Certificate of the City and Guilds of London Technical Institute, for sugar manufacture, or the Final Certificate of the South African Sugar Technologists' Association in sugar technology, or the National Diploma in Sugar Technology, but does not include an employee, who, under the supervision of a chemist or assistant chemist, is engaged in any one or more of the following forms of chemical work:—

(a) preparing samples;

(b) making initial or routine tests, and recording the results thereof;

"assistant or bench chemist" means an employee engaged in chemical work who assists the chemist and who may act for him in his absence, but does not include an employee, who under the supervision of a chemist or assistant chemist, is engaged on any one or more of the following forms of chemical work:—

(a) Preparing samples;

(b) making initial or routine tests, and recording the results thereof;

"assistant or bench chemist, qualified," means an assistant or bench chemist who has had not less than five years' experience;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID.

OOREENKOMS INSAKE GESKOOLDE ARBEIDERS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur en tussen

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

Amalgamated Engineering Union,
The Sugar Industry Employees' Association,
en

The South African Electrical Workers' Association
(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie en betrokke is by die Suikervervaardigings- en -raffineernywerheid, en deur alle werknemers wat lede van die vakverenigings is, in genoemde Nywerheid werksaam is in die landdrostdistrikte Hlabisa, Eshowe, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(b) Die bepalings van hierdie Ooreenkoms is op vakleerlinge van toepassing in gevalle waar dit nie met die Wet op Vakleerlinge, 1944, soos gewysig, of 'n kontrak wat daarkragtens gesluit of voorwaardes wat daarkragtens vasgestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag tot 30 April 1964, of vir 'n ander tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar melding van 'n wet gemaak word, word ook alle wysigings daarvan bedoel, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
„vakleerling" 'n werknemer wat werksaam is ooreenkomstig 'n skriftelike leerkontrak wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, of kragtens die „Master and Servants Act", No. 40 van 1894, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat 'n proeftydperk dien;

„ambagsman of werktuigkundige, met inbegrip van 'n monteur" 'n werknemer wat 'n leerkontrak ooreenkomstig die Wet op Vakleerlinge, soos gewysig, voltooi het of wat in besit is van 'n sertifikaat van bekwaamheid wat deur die Registrateur van Vakleerlinge ooreenkomstig artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik is; met dien verstande dat 'n werknemer wat vir 'n tydperk van minstens vyf jaar ononderbroke die werk van 'n ambagsman verrig het, geag mag word 'n ambagsman te wees indien hy kragtens hierdie Ooreenkoms die werk van 'n ambagsman verrig;

„assistent- of bankchemikus, gediplomeer," 'n werknemer wat chemiese werk verrig, vyf jaar ondervinding het en of die Finale Sertifikaat van die City and Guilds of London Technical Institute vir suikervervaardiging of die Finale Sertifikaat van die South African Sugar Technologists' Association vir suikertegnologie of die Nasionale Diploma in Suikertegnologie besit, maar dit omvat nie 'n werknemer wat onder die toesig van 'n chemikus of assistent-chemikus een of meer van die volgende soorte chemiese werk verrig nie:—

(a) Monsters voorberei;

(b) aanvangs- of roetineproewe uitvoer en die resultate daarvan aanteken;

„assistent- of bankchemikus" 'n werknemer wat chemiese werk verrig en wat die chemikus bystaan en in sy afwesigheid namens hom mag optree, maar dit omvat nie 'n werknemer wat onder die toesig van 'n chemikus of assistent-chemikus een of meer van die volgende soorte chemiese werk verrig nie:—

(a) Monsters voorberei;

(b) aanvangs- of roetineproewe uitvoer en die resultate daarvan aanteken;

„assistent- of bankchemikus, gekwalifiseer," 'n assistent- of bankchemikus met minstens vyf jaar ondervinding;

„assistent- of bankchemikus, ongekwalifiseer," 'n assistent- of bankchemikus met minder as vyf jaar ondervinding;

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

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

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

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

"boiler attendant, qualified," means a boiler attendant who possesses a Government boiler attendant's certificate;

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

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

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

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

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

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work, and includes a storeman, despatch clerk, and a cashier, but does not include an employee, who, under the supervision of a chemist, clerical employee, storeman, storeman's assistant, or compound manager, is engaged in any one or more of the following forms of clerical work:—

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

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

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

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

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

"Council" means the Industrial Council for the Sugar Manufacturing and Refining Industry;

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

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

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

"law" includes the common law;

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

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-section (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;

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

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

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

"assistent-opsiener" 'n werknemer wat die fabrieksopsiener help met die verrigting van sy werk en in sy afwesigheid namens hom mag optree;

"assistent-opsiener, gekwalifiseer," 'n werknemer met minstens vyf jaar ondervinding;

"assistent-opsiener, ongekwalifiseer," 'n werknemer met minder as vyf jaar ondervinding;

"stoomketelbediener" 'n werknemer wat onder die toesig van 'n skofingenieur sorg vir die stoomketels van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en wat daarvoor verantwoordelik is om die waterstand en stoomdruk van stoomketels op peil te hou;

"stoomketelbediener, gekwalifiseer," 'n stoomketelbediener wat 'n Regeringsertifikaat vir stoomketelbedieners besit;

"stoomketelbediener, ongekwalifiseer," 'n stoomketelbediener wat nie 'n Regeringsertifikaat vir stoomketelbedieners besit nie;

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

"hoofpakhuisman" die senior werknemer wat in die beheer is van en verantwoordelik is vir die voorraade by 'n meul of raffinadery met 'n jaarlikse suikerproduksie van minstens 15,000 ton;

"chemiese werk" die verrigting van chemiese manipulasies, die uitwerk, aanpassing of bepaling van die formules van stowwe en die analitiese kontrolering van die chemiese prosesse wat grondstowwe of halfvervaardigde of voltooië produkte moet ondergaan;

"chemikus" 'n werknemer, uitgesonderd 'n assistent- of bankchemikus, gediplomeer, en assistent- of bankchemikus, wat chemiese werk verrig;

"klerk" 'n werknemer wat skryf- of tikwerk of enige ander soort klerklike werk verrig en ook 'n pakhuisman, versendingsklerk en 'n kassier, maar nie 'n werknemer wat onder die toesig van 'n chemikus, klerk, pakhuisman, pakhuisman se assistent of kampongbestuurder een of meer van die volgende soorte klerklike werk verrig nie:—

- (a) Artikels nagaan of tel;
- (b) trokke nagaan en tel of besonderhede daaromtrent aanteken;
- (c) die tye waarop werknemers 'n fabriek binnekom of verlaat, nagaan of aanteken;
- (d) tolk of vertaal;
- (e) besonderhede van rekvisities vir of die uitreiking van gereedskap of uitrusting aanteken;
- (f) hoeveelhede aanteken;
- (g) artikels weeg of meet;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"Raad" die Nywerheidsraad vir die Suikervervaardigings- en -raffineernywerheid;

"bedryfsinrigting" 'n perseel waarin die Suikervervaardigings- en/of -raffineernywerheid beoefen word;

"ondervinding" met betrekking tot 'n assistent-opsiener, assistent- of bankchemikus, klerk, suikerpankoker of lokomotiefbestuurder, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n assistent-opsiener, assistent- of bankchemikus, klerk, suikerpankoker of lokomotiefbestuurder werkzaam was;

"fabrieksopsiener of skofingenieur" 'n werknemer, uitgesonderd 'n hoofstuurder, wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer uitoefen oor sodanige werknemers en wat daarvoor verantwoordelik is dat hulle hul werkzaamhede op 'n doeltreffende wyse verrig;

"wet" ook die gemeenereg;

"onderhoudswerker" 'n werknemer wat nie 'n ambagsman is soos hierin omskryf nie, maar wat die werk van 'n ambagsman mag verrig wanneer daar nie riet geper word nie;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikel (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig is om te ondergaan, maar dit omvat nie opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan of ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"korttyd" 'n tydelike vermindering van die getal gewone werke as gevolg van 'n algemene onklaarmaking van installasie of masjinerie wat deur 'n ongeluk, oorstroming of ander onvoorsiene noodgeval of deur slappe in die bedryf of 'n tekort aan grondstowwe veroorsaak word;

"pakhuisman" 'n werknemer wat algemene toesig het oor voorraade en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n pakhuis of voorraadkamer en/of aflewering van goedere uit 'n pakhuis of voorraadkamer aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending;

"Suikervervaardigings- en -raffineernywerheid" die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in vir die vervaardiging en/of raffinering van suiker in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word;

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

"sugar pan boiler, qualified," means a sugar pan boiler who has had not less than three years' experience;

"sugar pan boiler, unqualified," means a sugar pan boiler who has had less than three years' experience;

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

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6, or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount.

4. REMUNERATION.

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

	Rate per Hour. c	Rate per Week. R
Shift engineer.....	44.167	20.32
Factory overseer.....	44.167	20.32
Chief storekeeper—men.....	44.167	20.32
Assistant overseer, qualified.....	34.583	15.91
Assistant overseer, unqualified—		
First year.....	10.833	4.98½
Second year.....	15.417	7.09½
Third year.....	20.417	9.39½
Fourth year.....	25.000	11.50
Fifth year.....	29.583	13.61
Chemist in charge of laboratory.....	44.167	20.32
Assistant or bench chemist, certificated.....	39.167	18.02
Assistant or bench chemist, qualified.....	34.583	15.91
Assistant or bench chemist, unqualified—		
First year.....	10.833	4.98½
Second year.....	15.417	7.09½
Third year.....	20.417	9.39½
Fourth year.....	25.000	11.50
Fifth year.....	29.583	13.61
Artisan or mechanic.....	39.167	18.02
Maintenance worker.....	33.333	15.33½
Clerical employee, male, qualified.....	34.583	15.91
Clerical employee, male, unqualified—		
First year.....	10.833	4.98½
Second year.....	15.417	7.09½
Third year.....	20.417	9.39½
Fourth year.....	25.000	11.50
Fifth year.....	29.583	13.61
Clerical employee, male, qualified, who has had not less than six years' experience—		
Seventh year of experience.....	35.000	16.10
Eighth year of experience.....	36.667	16.87
Ninth year of experience.....	37.917	17.44½
Tenth year of experience and after.....	39.167	18.02
Clerical employee, female, qualified.....	25.000	11.50
Clerical employee, female, unqualified—		
First year.....	13.333	6.13½
Second year.....	15.417	7.09½
Third year.....	18.333	8.43½
Fourth year.....	20.417	9.39½
Clerical employee, female, qualified, who has had not less than five years' experience—		
Sixth year of experience.....	25.417	11.69½
Seventh year of experience.....	25.833	11.88½
Eighth year of experience.....	26.667	12.27
Ninth year of experience.....	27.500	12.65
Tenth year of experience and after.....	29.167	13.42
Compound manager.....	44.167	20.32
Sugar pan boiler, qualified.....	39.167	18.02
Sugar pan boiler, unqualified—		
First six months' experience.....	10.833	4.98½
Second six months' experience.....	15.417	7.09½
Third six months' experience.....	20.417	9.39½
Fourth six months' experience.....	25.000	11.50
Fifth six months' experience.....	29.583	13.61
Sixth six months' experience.....	34.167	15.72
Locomotive driver—		
First three months' experience.....	24.167	11.12
Thereafter.....	33.333	15.33½
Boiler attendant, qualified.....	33.333	15.33½
Boiler attendant, unqualified.....	31.250	14.37½
Truck repairer.....	33.333	15.33½

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

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

"suikerpankoker" 'n werknemer wat toesig oor 'n vakuumpaan hou en dit bedien van die tydstop af waarop die stroop in die pan kom totdat die gekristalliseerde suiker gereed is om daaruit verwyder te word;

"suikerpankoker, gekwalifiseer," 'n suikerpankoker met minstens drie jaar ondervinding;

"suikerpankoker, ongekwalifiseer," 'n suikerpankoker met minder as drie jaar ondervinding;

"trokhersteller" 'n werknemer wat trokke of koekepanne herstel of verstel;

"loon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf of, waar 'n werkgewer gereeld 'n werknemer vir sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, sodanige hoër bedrag.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer moet betaal aan elke lid van onderstaande klasse werknemers in sy diens, is soos hieronder gemeld; met dien verstande dat by die indeling van 'n werknemer vir die toepassing van hierdie klousule hy geag word as in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

	Loon per uur. c	Loon per week. R
Skofingenieur.....	44.167	20.32
Fabrieksofsiener.....	44.167	20.32
Hoofpakhuisman.....	44.167	20.32
Assistent-opsiener, gekwalifiseer.....	34.583	15.91
Assistent-opsiener, ongekwalifiseer—		
Eerste jaar.....	10.833	4.98½
Tweede jaar.....	15.417	7.09½
Derde jaar.....	20.417	9.39½
Vierde jaar.....	25.000	11.50
Vyfde jaar.....	29.583	13.61
Chemikus verantwoordelik vir laboratorium.....	44.167	20.32
Assistent- of bankchemikus, gediplomeer.....	39.167	18.02
Assistent- of bankchemikus, gekwalifiseer.....	34.583	15.91
Assistent- of bankchemikus, ongekwalifiseer—		
Eerste jaar.....	10.833	4.98½
Tweede jaar.....	15.417	7.09½
Derde jaar.....	20.417	9.39½
Vierde jaar.....	25.000	11.50
Vyfde jaar.....	29.583	13.61
Ambagsman of werktuigkundige.....	39.167	18.02
Onderhoudswerker.....	33.333	15.33½
Klerk, man, gekwalifiseer.....	34.583	15.91
Klerk, man, ongekwalifiseer—		
Eerste jaar.....	10.833	4.98½
Tweede jaar.....	15.417	7.09½
Derde jaar.....	20.417	9.39½
Vierde jaar.....	25.000	11.50
Vyfde jaar.....	29.583	13.61
Klerk, man, gekwalifiseer, met minstens ses jaar ondervinding—		
Sewende jaar ondervinding.....	35.000	16.10
Agste jaar ondervinding.....	36.667	16.87
Negende jaar ondervinding.....	37.917	17.44½
Tiende jaar ondervinding en daarna.....	39.167	18.02
Klerk, vrou, gekwalifiseer.....	25.000	11.50
Klerk, vrou, ongekwalifiseer—		
Eerste jaar.....	13.333	6.13½
Tweede jaar.....	15.417	7.09½
Derde jaar.....	18.333	8.43½
Vierde jaar.....	20.417	9.39½
Klerk, vrou, gekwalifiseer, met minstens vyf jaar ondervinding—		
Sesde jaar ondervinding.....	25.417	11.69½
Sewende jaar ondervinding.....	25.833	11.88½
Agste jaar ondervinding.....	26.667	12.27
Negende jaar ondervinding.....	27.500	12.65
Tiende jaar ondervinding en daarna.....	29.167	13.42
Kampongbestuurder.....	44.167	20.32
Suikerpankoker, gekwalifiseer.....	39.167	18.02
Suikerpankoker, ongekwalifiseer—		
Eerste ses maande ondervinding.....	10.833	4.98½
Tweede ses maande ondervinding.....	15.417	7.09½
Derde ses maande ondervinding.....	20.417	9.39½
Vierde ses maande ondervinding.....	25.000	11.50
Vyfde ses maande ondervinding.....	29.583	13.61
Sesde ses maande ondervinding.....	34.167	15.72
Lokomotiefbestuurder—		
Eerste drie maande ondervinding.....	24.167	11.12
Daarna.....	33.333	15.33½
Stoomketelbediener, gekwalifiseer.....	33.333	15.33½
Stoomketelbediener, ongekwalifiseer.....	31.250	14.37½
Trokhersteller.....	33.333	15.33½

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

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

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

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

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

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

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

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

(ii) in the case referred to in paragraph (b), one-sixth of the wage prescribed in sub-clause (1) for an employee of his class, plus 20 per cent;

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

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

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

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

(7) The provisions of sub-clauses (1), (2) and (3) of this clause shall not apply to apprentices.

5. PAYMENT OF REMUNERATION.

(1) *An Employee Other than a Casual Employee.*—Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash monthly, or by agreement weekly, during the hours of work or within 15 minutes of ceasing work on the usual pay day of the establishment which shall not be later than the sixth day of the month or the third day of the week, following that in respect of which payment is made or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Lodging.*—An employer shall not require his employee to lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds;

(b) save as provided in clause 10 (1) (ii) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;

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

(d) when an employee agrees to accept lodging from his employer, a deduction not exceeding a rental to be agreed upon between the employer and employee, subject to a maximum rental of R13 per month; in the event of the employer and employee being unable to agree to the amount of rental, the question shall be referred to the Council which shall determine the amount to be deducted;

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

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

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

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

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

(i) Een sesde van dié hoër loon, in die geval in paragraaf (a) genoem;

(ii) een sesde van die loon soos voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, plus 20 persent, in die geval in paragraaf (b) genoem;

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

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen vier en een derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat waar 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, die loon op grondslag van sodanige hoër bedrag bereken moet word.

(5) *Voorbehoudsbepalings.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die netto kontantloon of -salaris wat aan 'n werknemer betaal is op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie.

(6) *Lewenskostoelae.*—Benewens die besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet daaraan werknemers 'n lewenskostoelae betaal word wat gelyk is aan dié wat voorgeskryf word in Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

(7) Die bepalings van subklousules (1), (2) en (3) van hierdie klousule is nie op vakleerlinge van toepassing nie.

5. BETALING VAN BESOLDIGING.

(1) *'n Ander werknemer as 'n los werknemer.*—Behoudens die bepalings van klousule 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, maandeliks of, by ooreenkoms, weekliks in kontant betaal word gedurende die werkure of binne 15 minute nadat die werk gestaak is op die gewone betaaldag van die bedryfsinrigting, en sodanige betaaldag moet val voor of op die sesde dag van die maand of die derde dag van die week wat volg op dié ten opsigte waarvan betaling geskied; so nie, moet sodanige bedrag by diensbeëindiging betaal word as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet ingesluit wees in 'n koevert of ander houer waarop die werkgever en die werknemer se naam, die werknemer se beroep, die getal gewone en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling geskied, gemeld word.

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

(3) *Premies.*—'n Werkgever mag nie regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer betaal word of sodanige betaling aanneem nie.

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

(5) *Huisvesting.*—'n Werkgever mag nie van sy werknemer vereis om by hom of by enige persoon of op 'n plek wat deur hom aangewys word, gehuisves te word nie.

(6) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë of enige bedrag uitgesonderd dié hieronder genoem, van sy werknemer se besoldiging aftrek nie:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfonds;

(b) behoudens die bepalings van klousule 10 (1) (ii), wanneer sy werknemer van sy werk af wegbly of weens 'n ongeluk of siekte afwesig is, 'n bedrag wat in verhouding staan tot die tydperk van sodanige afwesigheid;

(c) 'n bedrag wat 'n werkgever kragtens of ingevolge 'n wet of bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer die werknemer instem om van sy werkgever huisvesting aan te neem, 'n bedrag van hoogstens die huurgeld waarvoor die werkgever en werknemer ooreenkoms maak wat nie meer as R13 per maand mag wees nie; ingeval die werkgever en werknemer nie tot 'n ooreenkoms oor die bedrag van die huurgeld kan geraak nie, moet die saak na die Raad verwys word, wat die bedrag wat afgetrek moet word, moet bepaal;

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

(i) in the case of short-time arising out of temporary slackness of trade, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

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

(f) deductions for Council levies as prescribed in clause 18 of this Agreement;

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

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

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

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

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

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

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

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

(ii) nine and a quarter in any day.

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

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

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

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

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

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

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

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

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

(b) in the case of a female on more than three consecutive days or on more than 60 days in any year.

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

(a) in the case of an employee, other than a casual employee, for the first six hours after the completion of each shift, at one and one-half times the weekly wage prescribed for an employee of his class in clause 4 (1), divided by 46, and thereafter at double time, subject to the proviso that where the employee is called out to work overtime, he shall be paid for a minimum of two hours at overtime rates;

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

(8) *Savings.*—The provisions of this clause shall not apply to—

(a) a foreman, or to a manager, sub-manager, senior managerial, professional or administrative employee, if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R1,560 per annum;

(b) the provisions of sub-clause (4) shall not apply to an employee engaged in transport; and

(c) the provisions of sub-clauses (3) and (6) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work.

(e) wanneer die gewone werkure wat voorgeskryf word in klousule 6 (1), verminder word weens korttyd, 'n bedrag gelyk aan een ses-en-veertigste van die weekloon soos voorgeskryf in klousule 4 ten opsigte van elke uur van sodanige vermindering; met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd wat ontstaan uit 'n tydelike slapte in die bedryf, tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd weens 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur waarin daar nie gewerk word nie;

(f) bedrae vir heffings van die Raad, soos in klousule 18 van hierdie Ooreenkoms voorgeskryf word;

(g) met die skriftelike toestemming van die werknemer, bedrae vir bydraes tot die fonds van 'n geregistreerde vakvereniging.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK.

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

(a) In die geval van 'n bedryfsinrigting waarin daar ses dae per week gewerk word—

(i) 46 uur per week van Maandag tot en met Saterdag;

(ii) agt uur per dag, tensy die ure op een dag hoogstens vyf is, en in so 'n geval mag die ure op elkeen van die ander dae hoogstens agt en 'n half per dag wees;

(b) in die geval van 'n bedryfsinrigting waarin daar vyf dae per week gewerk word—

(i) 46 uur per week van Maandag tot en met Vrydag;

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

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

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

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

(ii) werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word deurlopend te wees.

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

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

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

(a) (i) vir langer as vier uur op 'n dag;

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

(b) in die geval van 'n vrou, op meer as drie agtereenvolgende dae, of op meer as 60 dae in 'n jaar; oortyd te werk nie.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer vir alle oortyd wat hy werk, besoldig teen 'n uurloon van minstens onderstaande:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir die eerste ses uur na die voltooiing van elke skof, een en 'n half maal die weekloon soos vir 'n werknemer van sy klas voorgeskryf in klousule 4 (i), gedeel deur 46, en daarna teen dubbel sy loon, met dié voorbehoud dat, waar 'n werknemer van sy woonplek af geroep word om oortyd te werk, hy vir minstens twee uur se werk 'n oortydlloon betaal moet word.

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

(8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n voorman, bestuurder, onderbestuurder, senior bestuurs-, professionele of administratiewe werknemer van toepassing nie indien en solank sodanige werknemer 'n gereelde loon van minstens R1,560 per jaar ontvang.

(b) Die bepalinge van subklousule (4) is nie op 'n werknemer wat vervoerwerk verrig, van toepassing nie.

(c) Die bepalinge van subklousule (3) en (6) is nie van toepassing nie op 'n manlike werknemer wat gebruik word vir werk wat genoodsaak word deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval, of in verband met die opknapping of herstel van installasie of masjinerie, wat nie gedurende die gewone werkure verrig kan word nie.

7. ANNUAL LEAVE.

(1) An employer shall grant to his employee in respect of each completed year of employment with him, three consecutive weeks' leave of absence, plus an additional one week's leave to employees who have served continuously for 12 years in the employ of the one employer; and in respect of each week thereof the employer shall pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave.

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

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the periods of such leave shall not be concurrent with sick leave, nor with any period during which an employee is absent from work for the purpose of receiving free medical treatment or hospitalisation, in terms of clause 10 (1), or during which he is required to undergo military training;
- (iii) if New Year's Day, Good Friday, Easter Monday, 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 as a further period of leave on full pay;
- (iv) an employer may set off against the period of annual leave, any days of occasional leave with full pay granted to his employee at the employee's request during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any successive year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall upon such termination be paid in respect of each completed month of such period of less than one year—

- (a) if entitled to three weeks leave per year, not less than one-fourth of the weekly wage;
- (b) if entitled to four weeks leave per year, not less than one-third of the weekly wage which he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clause (1) and clause 9 (1);
- (b) in terms of clause 10 undergoing medical treatment, or is absent on sick leave;
- (c) requires to undergo military training; amounting in the aggregate to not more than 10 weeks in any year, in respect of items (a) and (b) above, plus the period of any military training undergone in that year and shall be deemed to commence—

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

(7) For the purpose of this clause, the term "wage" means an employee's wage plus cost of living allowance.

8. HOLIDAY BONUS.

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

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan sy werknemer drie agtereenvolgende weke afwesigheidsverlof ten opsigte van elke voltooide jaar diens by hom toestaan, plus 'n addisionele week verlof aan werknemers wat vir 12 jaar ononderbroke in die diens van dié een werkgewer was; en die werkgewer moet die werknemer ten opsigte van elke week van sodanige verlof 'n bedrag betaal van minstens die weekloon wat hy onmiddellik voor die aanvang van dié verlof ontvang het.

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

- (i) as dié verlof nie reeds toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die tydperk van sodanige verlof nie mag saamval nie met siekteverlof of met enige tydperk wat die werknemer van sy werk afwesig is ten einde gratis geneeskundige of hospitaalbehandeling kragtens klousule 10 (1) te ontvang of te ondergaan, of waarin hy verplig is om militêre opleiding te ondergaan;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag of Kersdag binne sodanige verlof-tyd val, 'n ander dag ter vervanging van elkeen van hierdie dae bygevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werkgewer alle dae geleentheidsverlof met volle besoldiging wat op die werknemer se versoek toegestaan is gedurende die diensjaar waarop die jaarlikse verloftydperk betrekking het, van die jaarlikse verloftydperk mag aftrek.

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

(4) Aan 'n werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die verloftydperk genoem in subklousule (1), opgeloopt het, moet by sodanige beëindiging ten opsigte van elke volle maand van sodanige tydperk van minder as een jaar—

- (a) minstens een kwart van die weekloon betaal word, indien hy op drie weke verlof per jaar geregtig is;
- (b) minstens een-derde van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, indien hy op vier weke verlof per jaar geregtig is.

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

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

- (a) kragtens subklousule (1) en klousule 9 (1) met verlof afwesig is;
- (b) kragtens klousule 10 geneeskundige behandeling ondergaan of met siekteverlof afwesig is;
- (c) militêre opleiding moet ondergaan;

wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van items (a) en (b) hierbo genoem, plus die tydperk van militêre opleiding wat in dié jaar ondergaan is, en moet geag word soos volg te begin:—

- (i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, of Loonvasstelling No. 98 op verlof geregtig geword het—vanaf die datum waarop sodanige werknemer kragtens dié Wet op verlof geregtig geword het.
- (ii) In die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, of Loonvasstelling No. 98 van toepassing was, maar wat nog nie daarkragtens op verlof geregtig geword het nie—vanaf die datum waarop sodanige diens begin het.
- (iii) In dié geval van enige ander werknemer—vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus lewenskostetoelae.

8. VAKANSIEBONUS.

Wanneer 'n werknemer sy vakansieverlofbesoldiging ingevolge klousule 7 betaal word, moet hy terselfdertyd 'n vakansiebonus betaal word bereken teen agt en 'n derde persent van sy totale loonverdiens gedurende die diens tydperk voordat hy met jaarlikse verlof gaan (of voordat sy diens beëindig word), gereken van 1 Mei 1952 of van die datum waarop hy laas met verlof gegaan het, of van die datum van sy indiensneming, naamlik die jongste datum.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Payment for Work on Public Holidays.*—Whenever an employee, other than a casual employee, works on any of the Public Holidays prescribed in sub-clause (1), he shall be paid at the rate of one and one-half times his hourly rate prescribed in clause 4 (1) for each hour or part of an hour so worked, in addition to the wage to which he would have been entitled, had he not so worked.

(3) *Payment for Work on Sundays.*—

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

(i) pay to him if he so works for a period not exceeding four hours, not less than the wage payable in respect of the period ordinarily worked by him on a week-day; or

(ii) pay to him, if he works for a period exceeding four hours, wages at a rate not less than double his ordinary wages in respect of the total period worked on such Sunday, or wages which are not less than double the wages payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) subject to the provisions of sub-clause (4), pay to him not less than one and one-third times his weekly wage divided by 46, for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one day's holiday, and pay him in respect thereof at a rate not less than his ordinary rate of wages as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever an employee works more than his ordinary shift hours on a Sunday, he shall be paid at the rate of double the ordinary rate of pay for such excess hours.

(5) Whenever a casual employee works on a Sunday, or on any of the days referred to in sub-clause (1) his employer shall pay to him not less than double the daily wage prescribed in clause 4 (1) for a casual employee; provided that if a casual employee is required to work hours in excess of his ordinary shift hours on a Sunday or on any of the days referred to in sub-clause (1) he shall in addition be paid at the rate of double the ordinary rate of pay for such excess hours.

10. SICKNESS AND SICK LEAVE.

(1) An employer shall either—

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

(ii) grant to his employee who has completed a period of not less than three months continuous 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, twelve work days' sick leave in aggregate during any one year of employment with him and shall pay to him in respect of each work day thereof an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such sick leave: Provided that the employer may require his employee to produce a certificate signed by a registered medical practitioner, showing the nature of the employee's illness and certifying that he was unfit for work in respect of each period of absence for which payment is claimed.

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

(3) For the purpose of this clause, the term "wage" means an employee's wage plus cost of living allowance.

11. PROPORTION OR RATIO.

(1) An employer shall not employ—

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

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

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

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

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) Benewens die verlof wat in klousule 7 voorgeskryf word, moet 'n werkgewer sy werknemer verlof met volle besoldiging toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag en Kersdag; met dien verstande dat 'n werkgewer van sy werknemer kan vereis om op sodanige dag of dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op enigeen van die openbare vakansiedae werk wat in subklousule (1) voorgeskryf word, moet hy een en 'n half maal sy uurloon wat in klousule 4 (1) voorgeskryf word, betaal word vir elke uur of deel van 'n uur wat hy aldus gewerk het, benewens die loon waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(3) *Betaling vir werk op Sondae.*

(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgewer hom of—

(i) minstens die loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal indien hy vir hoogstens vier uur aldus werk;

(ii) minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag gewerk of 'n loon van minstens dubbel die loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, betaal indien hy langer as vier uur werk; of

(b) behoudens die bepalings van subklousule (4), minstens een en 'n derde maal sy weekloon gedeel deur 46, betaal vir elke uur of deel van 'n uur wat hy aldus werk en hom binae sewe dae van sodanige Sondag af een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Wanneer 'n werknemer meer as sy gewone skofure op 'n Sondag werk, moet hy dubbel die gewone loon vir sodanige ekstra ure betaal word.

(5) Wanneer 'n los werknemer op 'n Sondag werk of op enigeen van die dae in subklousule (1) genoem, moet sy werkgewer hom minstens dubbel die dagloon betaal wat in klousule (4) (1) vir 'n los werknemer voorgeskryf word; met dien verstande dat as daar van 'n los werknemer vereis word om langer ure as sy gewone skofure op 'n Sondag of op enigeen van die dae genoem in subklousule (1), te werk, hy daarbenewens dubbel die gewone loon vir sodanige ekstra ure betaal moet word.

10. SIEKTE EN SIEKTEVERLOF.

(1) 'n Werkgewer moet of—

(i) gratis geneeskundige behandeling en, indien nodig, gratis hospitaalbehandeling aan sy werknemer, sy werknemer se vrou en minderjarige ongetroude kinders wat by hom inwoon en uitsluitlik van hom afhanklik is, verskaf ingeval van siekte (uitgesonderd bevallings van die werknemer se vrou) vir 'n tydperk van altesaam hoogstens een maand in een kalenderjaar ten opsigte van elke persoon, en in die geval van siekte van 'n werknemer wat nie weens moedswillige wangedrag of nalatigheid van sy kant veroorsaak is nie, moet die werkgewer vir die tydperk wat die werknemer deur die geneesheer wat hom kragtens hierdie klousule behandel, gesertifiseer word as ongeskik vir werk, of vir altesaam een maand in 'n kalenderjaar, naamlik die kortste tydperk, huurgeld kwytsteld, of die kwytstelding daarvan verkry, ten opsigte van 'n perseel wat die werknemer huur of okkupeer; of

(ii) altesaam 12 dae siekteverlof gedurende 'n jaar diens by hom aan sy werknemer toestaan wat 'n tydperk van minstens drie maande ononderbroke diens by hom voltooi het en wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is en hom ten opsigte van elke werkdag daarvan 'n bedrag betaal van minstens een sesde van die weekloon wat hy onmiddellik voor die aanvang van die siekteverlof ontvang het; met dien verstande dat die werkgewer van sy werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is, wat die aard van die werknemer se siekte vermeld en waarby gesertifiseer word dat hy ongeskik vir werk was ten opsigte van elke afwesigheids-tydperk waarvoor betaling geëis word.

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

(3) Vir die toepassing van hierdie klousule, beteken die uitdrukking „loon” 'n werknemer se loon plus lewenskostetoelae.

11. GETALVERHOUDING.

(1) 'n Werkgewer mag nie—

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

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

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

(d) 'n ongekwalifiseerde klerk in diens hê nie tensy hy 'n gekwalifiseerde klerk in diens het.

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

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

12. INCENTIVE SCHEME.

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

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

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

13. PROTECTIVE CLOTHING AND APPLIANCES.

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

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

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

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

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(A) in the case of an employee employed in the Municipal area of Durban, 48 hours' notice;

(B) in the case of an employee employed in all other areas, one week's notice;

of his intention to terminate the contract of employment, and shall pay or forfeit in lieu thereof not less than—

(a) in the case of an employee employed in the Municipal area of Durban, not less than the weekly wage divided by three;

(b) in the case of an employee employed in all other areas, not less than the weekly wage;

which he 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 of longer than 48 hours or of one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the date on which it is given: Provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7 or on sick leave or is receiving free medical attention or hospitalisation in terms of clause 10 or while an employee is absent on military training.

16. CERTIFICATE OF SERVICE.

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

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

(3) Vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde klerk of ongekwalifiseerde suikerpankoker wat minstens die loon ontvang wat in klousule 4 (1) onderskeidelik vir 'n gekwalifiseerde klerk of suikerpankoker voorgeskryf word, na gelang van die geval, geag word 'n gekwalifiseerde klerk of suikerpankoker te wees.

12. AANSPORINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens klousule 4 geregtig sou wees nie, kan 'n werkgewer 'n werknemer se loon baseer op die hoeveelheid werk wat hy doen of produseer; met dien verstande dat so 'n loonstelsel slegs toegelaat word in die vorm van 'n aansporingskema ten opsigte waarvan daar oor die voorwaardes ooreengekom is soos in klousules (2) en (3) hieronder gemeld word.

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

(3) Die voorwaardes van so 'n aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en deur die komiteedele onderteken word en mag nie deur die komitee gewysig of deur een van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig, die ander party skriftelik in kennis gestel het, soos deur die partye ooreengekom mag word by die sluiting van so 'n Ooreenkoms.

13. BESKERMENDE KLERE EN TOESTELLE.

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

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

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

'n Werkgewer mag niemand onder 15 jaar oud in diens neem nie.

15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(A) in die geval van 'n werknemer wat in die munisipale gebied van Durban werksaam is, 48 uur kennis gee; en

(B) in die geval van 'n werknemer wat in alle ander gebiede werksaam is, een week kennis gee

van sy voorneme om die dienskontrak te beëindig, en moet—

(a) in die geval van 'n werknemer wat in die munisipale gebied van Durban werksaam is, minstens die weekloon gedeel deur drie;

(b) in die geval van 'n werknemer wat in alle ander gebiede werksaam is, minstens die weekloon

betaal of verbeur wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat dit nie inbreuk maak nie—

(i) op die reg van die werkgewer of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(ii) op 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n tydperk van kennisgewing wat vir beide partye ewe lank en langer as 48 uur of een week is.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding staan tot die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1), tree in werking op die datum waarop dit gegee word; met dien verstande dat geen sodanige kennis gegee mag word terwyl die werknemer kragtens klousule 7 met jaarlikse verlof is of met siekteverlof is of kragtens klousule 10 vry genesekundige of hospitaalbehandeling ontvang of terwyl 'n werknemer afwesig is solank hy militêre opleiding ondergaan nie.

16. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, op sy versoek aan die werknemer 'n dienssertifikaat uitreik wat die volle naam van die werkgewer en die werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging op die datum van sodanige beëindiging meld.

17. EXEMPTIONS.

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

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

18. EXPENSES OF THE COUNCIL.

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

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

19. ADMINISTRATION OF AGREEMENT.

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

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

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

The Industrial Council for the Sugar Manufacturing and Refining Industry.

W. K. BUCHANAN,
Chairman of the Council.

R. J. PIRIE,
Vice-Chairman of the Council.

J. M. BURROWS,
Secretary of the Council.

Durban, 12th June, 1961.

No. 1254.] [22 December 1961.

Factories, Machinery and Building
Works Act, 1941, as Amended.

SUGAR MANUFACTURING AND REFINING
INDUSTRY, NATAL.—(SKILLED LABOUR.)

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Sugar Manufacturing and Refining Industry, Natal (Skilled Labour), published under Government Notice No. 1253, dated 22nd December, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

17. VRYSTELLINGS.

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

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

18. UITGAWES VAN DIE RAAD.

Vir die bestryding van die Raad se uitgawes moet elke werk-gewer—

- (a) 'n bedrag van drie sent per week van die verdienste van elkeen van sy werknemers in klousule 4 (1) genoem, aftrek; en
- (b) by die bedrag wat ingevolge paragraaf (a) afgetrek word, 'n bedrag voeg wat daaraan gelyk is en die totale bedrag wat afgetrek is en die totale bedrag wat deur die werk-gewer bygedra is, voor of op die sesde dag van elke maand aan die Sekretaris van die Raad stuur.

19. TOEPASSING VAN OOREENKOMS.

(a) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en mag vir die leiding van die werkgewers en werknemers menings uitspreek wat nie met die bepalings van die Ooreenkoms onbestaanbaar is nie.

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

Nademaal die werkgever en die vakverenigings die Ooreenkoms aangegaan het wat hierin vervat is, verklaar die ondergetekende gemagtigde amptenare van die Raad hierby dat voorgaande die Ooreenkoms is wat aangegaan is, en onderteken hulle hierdie Ooreenkoms.

Die Nywerheidsraad vir die Suikervervaardigings- en -raffineer-nywerheid.

W. K. BUCHANAN,
Voorsitter van die Raad.

R. J. PIRIE,
Ondervoorsitter van die Raad.

J. M. BURROWS,
Sekretaris van die Raad.

Durban, 12 Junie 1961.

No. 1254.] [22 Desember 1961.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

SUIKERVERVAARDIGINGS- EN -RAFFINEERNY-
WERHEID, NATAL.—(GESKOOLDE ARBEID.)

Namens die Minister van arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Suikervervaardigings- en -raffineer-nywerheid, Natal (Geskoelde Arbeid), gepubliseer by Goewerments-kennisgewing No. 1253 van 22 Desember 1961, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

Rates of Postage from South Africa to other Countries by—

Surface Mail.

	Commonwealth Countries and British Possessions.	Other Countries.
Letters.....	3½c for first oz.; 1½c for each additional oz.	5c for first oz.; 3½c for each additional oz.
Postcards.....	2½c each.....	3½c each.
Newspapers.....	1½c per 2 oz.....	1½c per 2 oz.
Printed Papers...	1½c per 2 oz.....	1½c per 2 oz.
Commercial Papers	1½c per 2 oz.; (minimum 5c)....	1½c per 2 oz.; (minimum 5c).
Samples.....	1½c per 2 oz.; (minimum 2½c)....	1½c per 2 oz.; (minimum 2½c).
Reply Coupons..	10c each.....	10c each

Air Mail.

Country of Destination.	Letters per ½ ounce.	Post-cards each.	Aerogrammes each.	Second-class mail, per ½ oz.
AFRICA.—(Excluding countries of the African Postal Union)	10c	5c	5c	4c
EUROPE.—				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta	12½c	7c	5c	5c
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the in the Mediterranean Sea except Cyprus and Malta	15c	7½c	5c	6c
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15c	7½c	5c	6c
NEAR EAST.—				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharja, Syria, Turkey	12½c	7c	5c	5c
AMERICA.—				
Canada, United States of America, Central and South America	22½c	12c	10c	10c
AUSTRALASIA.—				
Australia, New Zealand.....	25c	12½c	10c	10c
PACIFIC.—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25c	12½c	10c	10c
EASTERN COUNTRIES.—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Portuguese India, Thailand, Tibet	17½c	9c	5c	7½c
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(A detailed list, pamphlet PB7, is obtainable free of charge from all post offices.)

Ordinary parcels to South West Africa, Basutoland, Swaziland and Mozambique.

Up to 8 ounces.....	5c.
Above 8 ounces up to 1 lb.....	7c.
For every additional lb. or fraction thereof....	7c.

PARCEL POST RATES FROM SOUTH AFRICA TO OTHER COUNTRIES CAN BE ASCERTAINED AT ALL POST OFFICES.

Postariewe van Suid-Afrika na ander lande per—

See- of Landpos.

	Statebondslande en Britse Besittings.	Ander Lande.
Briewe.....	3½c vir eerste ons; 1½c vir elke bykomende ons	5c vir eerste ons; 3½c vir elke bykomende ons.
Poskaarte.....	2½c elk.....	3½c elk.
Nuusblaai.....	1½c per 2 onse.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.....	1½c per 2 onse.
Handelstukke....	1½c per 2 onse (minimum 5c)....	1½c per 2 onse (minimum 5c).
Monsters.....	1½c per 2 onse (minimum 2½c)....	1½c per 2 onse (minimum 2½c).
Antwoordkoepons	10c elk.....	10c elk.

Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Poskaarte elk.	Lugbriewe elk.	Tweede-klasspos-stukke per ½ ons.
AFRIKA.—(Behalwe lande van die Posunie van Afrika)	10c	5c	5c	4c
EUROPA.—				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½c	7c	5c	5c
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15c	7½c	5c	6c
(c) Asore, Kanariese Eilande, Kaap-Verdiese Eilande, Ysland, Madeira	15c	7½c	5c	6c
NABYE OOSTE.—				
Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½c	7c	5c	5c
AMERIKA.—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½c	12c	10c	10c
AUSTRALASIË.—				
Australië, Nieu-Seeland.....	25c	12½c	10c	10c
STILLE OSEAAN.—				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25c	12½c	10c	10c
OOSTERSE LANDE.—				
(a) Afganistan, Birma, Ceylon, Indië, Pakistan, Portugees-Indië, Thailand, Tibet	17½c	9c	5c	7½c
(b) Broenei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mantsjoerye, Noord-Borneo, Filippyne, Serawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(Nadere besonderhede word vervat in die pamflet PB7 wat by alle poskantore verkrygbaar is.)

Gewone pakkette na Suidwes-Afrika, Basoetoland, Swaziland en Mosambiek.

Tot 8 onse.....	5c.
Bo 8 onse tot 1 lb.....	7c.
Vir elke bykomende lb. of gedeelte daarvan....	7c.

PAKKETTARIEWE VAN SUID-AFRIKA NA ANDER LANDE KAN BY ALLE POSKANTORE VERNEEM WORD.

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INVOERDERS UITVOERDERS NYWERAARS

teken in op



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*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Republiek van S.A., Suidwes-Afrika, Betsjoeanaland-Protectoraat, Swasieland, Basoetoland, die Federasie van Rhodesië en Njassaland, Mosambiek, Angola, die Republieke Kongo, Tanganjika, Kenja en Uganda teen R0.05 per eksemplaar, of teen R0.50 per jaar (R0.75 elders) vooruitbetaalbaar aan die Staatsdrukker, Pretoria

VERSKYN IN ALBET AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorrade-beheer, en artikels van 'n algemene aard oor die handel en nywerheid