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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 26.] [3 Januarie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

**KUNSMISVERVAARDIGINGSNYWERHEID,
DURBAN EN PINETOWN.**

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kunsmisvervaardigingsnywerheid 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 werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging 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), 2 en 5 (6) (g), 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 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 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 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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 26.] [3 January 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

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

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Fertilizer Manufacturing Industry, 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 of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (6) (g), 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 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.

BYLAE.

NYWERHEIDSRaad VIR DIE KUNSMISNYWERHEID,
DURBAN EN PINETOWN.

* OOREENKOMS

aangegaan en gesluit deur en 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 Kunsmisnywerheid, Durban en Pinetown.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die belyngs van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Kunsmisnywerheid in die munisipale gebiede van Durban en Pinetown betrokke is en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid en gebiede werkzaam is.

(b) Ondanks die belyngs van subklousule (a), is die belyngs van hierdie Ooreenkoms slegs op werknemers vir wie lone in klousule 4 voorgeskryf word en op die werkgewers van sodanige werknemers van toepassing.

2. GELDIGHEDSDUUR.

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 vir drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf is, dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings daarvan bedoel; met woorde wat die manlike geslag aandui, word daar ook vrouens bedoel; voorts tensy onbestaanbaar met die sinsverband, beteken—

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "assistent-voorman" 'n werknemer, uitgesonderd 'n opsigter, ondervoorman, indoeana of baasjong, wat 'n voorman help met die uitvoering van sy pligte en/of wat die pligte van 'n voorman gedurende sy afwesigheid uitoefen;
- "sakmerkmasjiensbediener" 'n werknemer wat vir 'n sakdrukmasjiens verantwoordelik is;
- "sakmasjienswerker" 'n werknemer wat 'n saktomaak- of 'n saklapmasjiens bedien;
- "vervoerbandoppasser" 'n werknemer wat vervoerbande waarop kunsmis vervoer word, oppas en wat 'n afgooiwa of heen-en-weerband mag beweeg;
- "stoomketeloppasser" 'n werknemer wat vure onder stoomketels maak en wat verantwoordelik is vir die instandhouding van die waterpeil en die stoomdruk in 'n stoomketel;
- "los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word;
- "ondervoorman of baasjong" 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman, werktuigkundige of toesighouer aan die hoof van 'n span arbeiders staan;
- "chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat bedoel is vir die vervoer van passasiers en wat gebruik word vir die vervoer van sy werkgewer of die personeel, klante of besoekers en wat gebruik mag word vir die vervoer van dokumente of pakkette;
- "skeikundige werk" die verrigting van skeikundige manipulasies, die versinning of aanpassing van die formules van stowwe of die analitiese beheer oor die skeikundige bewerking van grondstowwe of halfvervaardigde of vervaardigde produkte;
- "skeikundige" 'n werknemer wat 'n graad of ekwivalente diploma in Skeikunde het en wat daarbenewens minstens drie jaar ondervinding het van en betrokke is by skeikundige werk soos hierin omskryf;
- "skeikundige tegnikus" 'n werknemer, uitgesonderd 'n skeikundige wat skeikundige werk verrig;
- "skeikundige tegnikus, gekwalifiseer," 'n skeikundige tegnikus met minstens ses jaar ondervinding;
- "skeikundige tegnikus, ongekwalifiseer," 'n skeikundige tegnikus met minder as ses jaar ondervinding;
- "klerk" 'n werknemer, uitgesonderd 'n fabrieksklerk, wat skryf-, tik-, lasser- of enige ander soort klerklike werk verrig en ook 'n kassier en 'n telefoonoperator;
- "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;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FERTILIZER MANUFACTURING INDUSTRY DURBAN EN 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.

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

(b) Notwithstanding the provisions of sub-clause (a) the provisions of this Agreement shall only apply to employees for whom wages are prescribed in clause 4 and to the employers of such employees.

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

"aaneenlopende diens" 'n ononderbroke tydperk diens by dieselfde werkgever, met inbegrip van enige tydperk waarin 'n werknemer—

- (a) met jaarlikse verlof afwesig is ooreenkomstig die bepalings van klousule 7;
- (b) militêre opleiding ondergaan;
- (c) van sy werk afwesig is op las of op die versoek of met die toestemming van die werkgever;
- (d) van sy werk afwesig is weens siekte vir 'n tydperk van altesaam hoogstens twee weke in 'n bepaalde jaar of weens die verbod vervat in subartikel (1) van artikel drie-en-twintig van die Wet op Fabriekke, Masjinerie en Bouwerk, No. 22 van 1941; of
- (e) van sy werk afwesig is weens 'n besering op diens;

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

"noodwerk" werk wat weens onvoorsiene oorsake soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van uitrusting of masjinerie, sonder versuim verrig moet word, en ook werk wat in verband staan met die op- en aflaai van trokke en voertuie van die Suid-Afrikaanse Spoorweë en Hawens of voertuie wat deur 'n vervoerkontraakteur gebruik word;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Kunsmisnywerheid werk-saam is;

"ondervinding" met betrekking tot—

- (a) 'n klerk, die totale tydperk of tydperke wat die werknemer as 'n klerk werk-saam was, afgesien van die bedryf of die 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 wat die werknemer in die Kunsmisnywerheid werk-saam was in die beroep waarin hy werk-saam is;

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

- (a) Etikette uitreik;
- (b) besonderhede omtrent trokke nagaan, tel, weeg of aanteken;
- (c) artikels nagaan, weeg (op 'n ander manier as op 'n voorafgestelde skaal) of meet;
- (d) die tye deur werknemers gewerk, aanteken;
- (e) stukwerkverdiensies aanteken;
- (f) as tolk of vertaler optree in verband met Bantoetale;
- (g) besonderhede omtrent rekvisities vir gereedskap of uitrusting aanteken;

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

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

"kunsmis" enige stof wat die volgende as 'n chemiese bestanddeel daarvan bevat of na bewering bevat: Stikstof, fosforoksied, potas, in 'n vorm of samestelling wat beskikbaar is as 'n plantvoedsel en verkoop word of bedoel is vir verkoop met die doel om grond vrugbaar te maak of voedsel aan plante te verskaf, maar nie ook plaasmis of stalmis of kraalmis en kraalmisas, stadsafval of nagvuil nie;

"Kunsmisnywerheid" die nywerheid waarin werkgevers en hul werknemers met mekaar geassosieer is met die doel om "kunsmis" soos omskryf; te vervaardig, en ook alle werk-saamhede wat daarmee in verband staan of daaruit voortvloei en wat deur sodanige werkgevers en hul werknemers verrig word;

"voorman" 'n werknemer, uitgesonderd 'n toesighouer, ondervoorman, indoena of baasjong, wat aan die hoof staan van die werknemers in 'n fabriek, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer;

"vurkhystrokbediener, klas I," 'n werknemer wta 'n vurkhystrok wat vir die op- en aflaai, verskuiwing of opstapel van goedere gebruik word, bedien, skoonmaak, van brandstof voorsien, olie, smeer, herstel en regstel;

"vurkhystrokbediener, klas II," 'n werknemer wat 'n vurkhystrok wat vir die op- en aflaai, verskuiwing of opstapel van goedere gebruik word, bedien, skoonmaak, van brandstof voorsien, olie en smeer;

"faktotum" 'n werknemer, uitgesonderd 'n onderhoudsman, wat kleinere herstelwerk of opknappingswerk of instandhoudingswerk aan geboue verrig;

"aansporingsloon" die besolding wat aan 'n werknemer betaal word ooreenkomstig 'n stelsel waarvolgens die besoldiging gegrond word op die hoeveelheid of omvang van die werk wat verrig is;

"indoena" 'n werknemer wat die voorman bystaan om orde en dissipline in 'n kampong te handhaaf en wat aan die hoof van 'n groep arbeiders mag staan;

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

- (1) Artikels verskuif, dra, opstapel of oplig;
- (2) op- of aflaai;
- (3) persele, uitrusting, masjinerie, gereedskap, implemente, gerei of voertuie of ander artikels skoonmaak;

"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;
- (b) undergoes military training;
- (c) is absent from work on instructions or at the request or with the permission of the employer;
- (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 and 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 their employees are associated for the purpose of the manufacture of "fertilizers" as defined, and includes all operations incidental thereto, or consequent thereon, carried out by such employers and their employees;

"foreman" means an employee, other than a supervisor, charge-hand, 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 used 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;

"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 assist the foreman to maintain order and discipline in a compound and who may be in charge of a group of labourers;

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

- (1) Moving, carrying, stacking or lifting articles;
- (2) loading or unloading;
- (3) cleaning premises, plant, machinery, tools, implements, utensils or vehicles or other articles;

- (4) stowwe in masjiene voer of dit daaruit verwyder, stowwe in tenks of vate voer of dit daaruit aftap;
 - (5) masjinerie of voertuie, uitgesonderd masjinerie vir die opwekking van elektrisiteit en motorvoertuie, olie of smeer;
 - (6) deure (uitgesonderd die toemaak van die deure van vate), dose, bale, dromme of sakke op 'n ander manier as met 'n masjien oop- of toemaak, maar uitgesonderd die verrigting van toemaakwerk deur middel van soldeerwerk;
 - (7) krane en kleppe onder toesig oop- en toemaak;
 - (8) dromme in kartonhouers verpak;
 - (9) kartonne 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 herstel;
 - (12) merk-, brand- of sjabloonwerk verrig;
 - (13) etikette aanbring aan bale, dose, sakke, dromme, kratte of ander houers;
 - (14) afval sorteer;
 - (15) sanitêre emmers verwyder;
 - (16) draad, tou of goiing met die hand sny;
 - (17) vure maak of in stand hou en/of afval of as verwyder (uitgesonderd die werk van 'n stoomketeloppasser verrig);
 - (18) op afleweringswaens behulpsaam wees maar dit nie dryf nie;
 - (19) weeg volgens 'n voorafgestelde skaal;
 - (20) handvoertuie stoot of trek;
 - (21) boodskappe, briewe of goedere te voet of met 'n fiets (uitgesonderd 'n motorfiets) of 'n handvoertuig aflewer;
 - (22) diere versorg en/of inspan;
 - (23) tuin-, skoffel-, hark-, spit-, sny- en plantwerk onder toesig verrig;
 - (24) rantsoene gaarmaak, tee of ander drank berei;
 - (25) 'n goederehyser of handhyser bedien;
 - (26) geboue, mure of bouwerke van enige soort afwit;
 - (27) pik- en graafwerk verrig;
 - (28) buite- en binnebande herstel vir gebruik aan kruiwaens of fiets;
 - (29) kunsmis en/of voer met die hand meng;
 - (30) dromme verf;
 - (31) sakke met die hand sorteer, uitskud en/of herstel;
 - (32) brandstof berei, aandra en in oonde voer;
 - (33) hout, bene en/of ander materiaal kap;
 - (34) sorteerwerk verrig;
 - (35) dagha, beton of klip met die hand meng; klip, beton, grond of sand losmaak, uitneem, opbreek of uitsprei;
 - (36) bottels, sakke of ander houers was;
 - (37) handsifwerk verrig;
 - (38) boksele oortrek en/of verwyder;
- "Wet" ook die gemene reg;
- "masjienbediende" 'n werknemer wat 'n kragaangedrewe masjien bedien, versorg, aan die gang sit of stop sit en wat minder belangrike herstel- en stelwerk daaraan mag verrig, maar nie ook 'n werknemer wat uitsluitlik sodanige masjien voer nie;
- "onderhoudsman" 'n werknemer wat onder die toesig van 'n ingenieur, voorman, assistent-voorman of werktuigkundige kleinere herstel- en stelwerk aan masjinerie en uitrusting verrig en algemene herstel- en instandhoudingswerk uitvoer aan die terrein en uitrusting en wat klein toebehorens in verband daarmee maak; met dien verstande dat 'n onderhoudsman wat herstel- of stelwerk verrig aan masjinerie wat in beweging is, '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 vak- of ambagsman is, en vir die doel van hierdie omskrywing beteken die uitdrukking "geskoolde vak- of ambagsman" 'n persoon 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 wat in besit is van 'n vaardigheidsertifikaat wat deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur die Registrateur van Vakleerlinge ingevolge of subartikel (7) van artikel twee of subartikel (3) van artikel sewe van genoemde Wet aan hom uitgereik is, of 'n persoon wat minstens vyf jaar praktiese ondervinding opgedoen het van die werking en instandhouding van die masjinerie wat hy, soos van hom vereis word, moet versorg of wat hy, soos van hom vereis word, moet ondersoek of waarmee hy moet werk;
- "drywer, klas I, van meganiese skopgraaf," 'n werknemer wat 'n meganiese skopgraaf dryf, skoonmaak, van brandstof voorsien, olie, smeer en kleinere herstel- en stelwerk daaraan verrig;
- "drywer, klas II, van meganiese skopgraaf," 'n werknemer wat 'n meganiese skopgraaf dryf, skoonmaak, van brandstof voorsien, olie en smeer;

- (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 boiler attendant);
- (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 such machine;

"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 (7) 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 he is required to work;

"mechanical shovel driver, Class I," means an employee who drives, cleans, refuels, oils, greases, and carries out minor repairs and adjustments to a mechanical shovel;

"mechanical shovel driver, Class II" means an employee who drives, cleans, refuels, oils, and greases a mechanical shovel;

"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, moet ondergaan, maar nie ook opleiding wat hy ooreenkomstig artikel *drie-en-twintig* van genoemde Wet mag verkies om te ondergaan nie en ook geen ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om te ondergaan nie;

"motorvoertuig" 'n meganiese aangedrewe voertuig wat uitsluitlik of hoofsaaklik gebruik word vir die vervoer of aflewering van goedere op 'n openbare pad en ook 'n voorhaker, maar nie ook 'n outofist of 'n fiets wat met 'n hulpmotor uitgerus is nie;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing beteken "n motorvoertuig dryf" alle tydperke wat die voertuig gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"stukwerk of taakwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid of omvang van die werk wat verrig is;

"professionele, tegniese of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met die verrigting van werk wat meebring dat hy aanspreeklik aanvaar vir besluite van 'n professionele, tegniese of administratiewe aard in verband met die werksaamhede van 'n bedryfs-irigting;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n bedryfslapte, 'n tekort aan grondstowwe of 'n algemene onklaarmaking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsiene noodgeval;

"pakhuisman" 'n werknemer wat verantwoordelik is vir voorrade en vir die ontvangs, uitpak, nagaan en berging van goedere in 'n pakhuis, die instandhouding van voorraadregisters en die uitreiking van goedere aan verbruiksafdelings en wat ook toesig mag hou oor die pligte van ondergeskikte pakhuispersoneel;

"toesighouer" 'n werknemer wat onder die leiding van 'n voorman of assistent-voorman toesig hou oor sakmasjiënwerkers, tabletmasjiënwerkers, ondervoormanne of baasjongens en wat toesig mag hou oor arbeiders wat werksaam is in die vervaardiging en/of hantering van die materiaal van die Nywerheid;

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

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

"tabletmasjiënbediener" 'n werknemer wat 'n kragaangedrewe masjiën aan die gang sit en stop sit en wat sodanige masjiën mag skoonmaak, voer en goedere daaruit mag neem;

"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 bevoeg is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n twee- of driewielmotorfiets of -bromponie die onbelaste gewig geag moet word onder 1,000 lb. te wees;

"klepsakmasjiënwerker" 'n werknemer wat 'n klepsakmasjiën bedien;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure;

"wag" 'n werknemer wat persele of eiendom bewaak.

(2) 'n Werknemer word geag werksaam te wees in daardie klas waarin hy geheel en al of hoofsaaklik werksaam is.

4. LONE.

(1) Die minimum weekloon wat deur 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens betaal moet word, is dié soos hieronder gemeld:—

Graad I:—	R c
Voorman.....	32 00
Klerk, gekwalifiseer, man.....	27 00
Klerk, gekwalifiseer, vrou.....	16 00
Skeikundige.....	35 09
Skeikundige tegnikus, gekwalifiseer.....	32 00
Werktuigkundige of ingenieur.....	31 00
Graad II:—	
Assistent-voorman:—	
Gedurende eerste jaar ondervinding.....	24 00
Gedurende tweede jaar ondervinding.....	26 00
Gedurende derde jaar ondervinding.....	27 00
Daarna.....	28 00
Klerk, ongekwalifiseer, man:—	
Gedurende eerste jaar ondervinding.....	13 00
Gedurende tweede jaar ondervinding.....	16 00
Gedurende derde jaar ondervinding.....	19 00
Gedurende vierde jaar ondervinding.....	21 00
Gedurende vyfde jaar ondervinding.....	24 00
Klerk, ongekwalifiseer, vrou:—	
Gedurende eerste jaar ondervinding.....	9 00
Gedurende tweede jaar ondervinding.....	11 00
Gedurende derde jaar ondervinding.....	12 00
Gedurende vierde jaar ondervinding.....	14 00

"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;

"professional, technical or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional, technical or administrative character in the conduct of the activities of an establishment;

"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 stock records and issuing goods to consuming departments and 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. WAGES.

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

Grade I:—	R c
Foreman.....	32 00
Clerical Employee, qualified, male.....	27 00
Clerical Employee, qualified, female.....	16 00
Chemist.....	35 00
Chemist Technician, qualified.....	32 00
Mechanic or Engineer.....	31 00
Grade II:—	
Assistant Foreman:—	
During first year of experience.....	24 00
During second year of experience.....	26 00
During third year of experience.....	27 00
Thereafter.....	28 00
Clerical Employee, unqualified male:—	
During first year of experience.....	13 00
During second year of experience.....	16 00
During third year of experience.....	19 00
During fourth year of experience.....	21 00
During fifth year of experience.....	24 00
Clerical Employee, unqualified female:—	
During first year of experience.....	9 00
During second year of experience.....	11 00
During third year of experience.....	12 00
During fourth year of experience.....	14 00

	R c
Skeikundige tegnikus, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding.....	10 00
Gedurende tweede jaar ondervinding.....	14 00
Gedurende derde jaar ondervinding.....	19 00
Gedurende vierde jaar ondervinding.....	23 00
Gedurende vyfde jaar ondervinding.....	27 00
Gedurende sesde jaar ondervinding.....	29 00
Graad III:—	
Pakhuisman.....	17 00
Onderhoudsman.....	20 00
Faktotum.....	15 00
Opsigter, gekwalifiseer.....	16 00
Fabrieksklerk, gekwalifiseer.....	16 00
Graad IV:—	
Opsigter, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	11 00
Gedurende tweede ses maande ondervinding.....	13 00
Gedurende derde ses maande ondervinding.....	14 00
Fabrieksklerk, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	11 00
Gedurende tweede ses maande ondervinding.....	13 00
Gedurende derde ses maande ondervinding.....	14 00
Vurkhystrokdrywer—Klas I.....	13 00
Drywer van 'n motorvoertuig:—	
Wanneer die onbelaste gewig van die voertuig—	
(1) hoogstens 1,000 lb. is.....	11 00
(2) meer as 1,000 lb. maar minder as 6,000 lb. is.....	16 00
(3) meer as 6,000 lb. maar minder as 10,000 lb. is.....	19 00
(4) meer as 10,000 lb. is.....	21 00
Drywer, klas I, van meganiese skopgraaf.....	16 00
Graad V:—	
Chauffeur.....	10 25
Ondervoorman of baasjong.....	8 15
Indoena.....	8 15
Stoomketelbediende.....	8 15
Drywer, klas II, van meganiese skopgraaf.....	9 30
Masjienbediende.....	7 80
Wag.....	7 55
Sakmerkmasjienbediener.....	7 55
Sakmasjienwerker.....	7 55
Tabletmasjienbediener.....	7 55
Vervoerbandbediende.....	7 55
Klepsakmasjienwerker.....	7 55
Vurkhystrokdrywer, klas II.....	7 55
Graad VI:—	
Arbeider:—	
Na vyf jaar ononderbroke diens.....	7 15
18 jaar oud en ouer.....	6 90
Jonger as 18 jaar.....	5 45

met dien verstande dat hierdie subklousule nie die uitwerking mag hê dat dit die loon van 'n werknemer op die datum waarop hierdie Ooreenkoms in werking tree, verlaag nie.

(2) *Langdienstoelae.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer vir wie se klas werk 'n minimum loon in klousule 4 (1) vasgestel word, benewens sy gewone loon 'n langdienstoelae betaal word ooreenkomstig onderstaande beginsels:—

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 hy verdien.

(3) *Los werknemer.*—'n Los werknemer moet ten opsigte van elke dag of deel van 'n dag wat hy gewerk het, minstens een-vyfde, as hy in 'n bedryfsinrigting met 'n werkweek van vyf dae werk, of een-sesde, as hy in 'n ander bedryfsinrigting werk, van die voorgeskrewe weekloon plus tien persent van sodanige loon vir 'n werknemer van dieselfde geslag wat dieselfde klas-werk verrig as dié wat van die los werknemer vereis word, betaal word; met dien verstande dat waar daar van 'n los werknemer vereis word om werk te verrig van 'n klas werknemer vir wie 'n loon op 'n stygende loonskaal voorgeskryf is, die uitdrukking "week-loon" 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 daar vereis word of wat toegelaat word om op 'n bepaalde dag vir meer as sestig minute twee of meer klasse werk te verrig waarvoor verskillende minimum lone voorgeskryf word, moet vir al die ure op sodanige dag gewerk, betaal word teen die hoër of die hoogste van die verskillende minimum lone.

(5) *Nagskotoelae.*—Onderstaande toelae moet aan werknemers betaal word wanneer dié grootste gedeelte van die skof tussen 11 nm. en 6 vm. val:—

Graad 1 en 2: R3.50 per week.
Graad 3 en 4: R1.75 per week.

(6) Die lone wat ingevolge subklousule (1) betaalbaar is, word geag lewenskostoelae in te sluit; met dien verstande dat indien die lewenskostoelae wat ingevolge Oorlogsmaatregel No. 43 van 1942, soos gewysig, of enige wetgewing waardeur dit vervang is of wat in die plek daarvan gestel is, verhoog word, die besoldiging

	R c
Chemical Technician, unqualified:—	
During first year of experience.....	10 00
During second year of experience.....	14 00
During third year of experience.....	19 00
During fourth year of experience.....	23 00
During fifth year of experience.....	27 00
During sixth year of experience.....	29 00
Grade III:—	
Storeman.....	17 00
Maintenance Man.....	20 00
Handyman.....	15 00
Supervisor, qualified.....	16 00
Factory Clerk, qualified.....	16 00
Grade IV:—	
Supervisor, unqualified:—	
During first six months of experience.....	11 00
During second six months of experience.....	13 00
During third six months of experience.....	14 00
Factory Clerk, unqualified:—	
During first six months of experience.....	11 00
During second six months of experience.....	13 00
During third six months of experience.....	14 00
Fork Lift Truck Operator—Class I.....	13 00
Motor Vehicle Driver:—	
Where unladen weight of vehicles—	
(1) does not exceed 1,000 lb.....	11 00
(2) exceeds 1,000 lb. but not 6,000 lb.....	16 00
(3) exceeds 6,000 lb. but not 10,000 lb.....	19 00
(4) exceeds 10,000 lb.....	21 00
Mechanical Shovel Driver—Class I.....	16 00
Grade V:—	
Chauffeur.....	10 25
Chargehand or Boss Boy.....	8 15
Induna.....	8 15
Boiler Attendant.....	8 15
Mechanical Shovel Driver—Class II.....	9 30
Machine Attendant.....	7 80
Watchman.....	7 55
Bag Marking Machine Operator.....	7 55
Bag Machinist.....	7 55
Tablet Machine Operator.....	7 55
Belt Attendant.....	7 55
Valve Bag Machinist.....	7 55
Forklift Truck Operator—Class II.....	7 55
Grade VI:—	
Labourer:—	
After five years continuous service.....	7 15
Aged 18 years and over.....	6 90
Under 18 years of age.....	5 45

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 Agreement, each employee for whose class of work a minimum wage is fixed in clause 4 (1) shall, in addition to his 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 to employees when the major portion of the shift falls between 11 p.m. and 6 a.m.:—

Grades 1 and 2: R3.50 per week.
Grades 3 and 4: R1.75 per week.

(6) The wages payable in terms of sub-clause (1) shall be deemed to include cost of living allowance, provided that should the cost of living allowance prescribed in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, be increased, the remuneration of the employees shall

van die werknemers dienooreenkomstig verhoog moet word; en voorts met dien verstande dat, in sodanige geval, die bedrag wat as lewenskostetoelae ingevolge Goewermentskennissgewing No. 571 van 22 April 1960, betaalbaar is, vir die toepassing van genoemde Oorlogsmaatreël of enige wetgewing wat in die plek daarvan gestel is of waardeur dit vervang is, as lewenskostetoelae moet tel.

5. BETALING VAN BESOLDIGING.

(1) Besoldiging moet of weekliks of maandeliks binne 30 minute na die uitskeityd op die gewone betaaldag van die bedryfs- inrigting in kontant betaal word. Die maandelikse besoldiging wat betaalbaar is, mag nie minder wees nie as die weekloon vermenigvuldig deur vier en een-derde.

(2) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag of regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie.

(3) *Aankoop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel, plek of persoon deur hom aangewys, te koop nie.

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

(5) *Kos en huisvesting.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelings Wet, 1911, soos gewysig, mag 'n werkgever nie van sy werknemer vereis om kos en/of huisvesting van hom of enige persoon of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgever mag nie 'n werknemer beboet nie en mag ook nie ander bedrae as dié hieronder genoem, van sy werknemer se besoldiging aftrek nie:—

- Met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse.
- Behoudens andersluidende bepalings in hierdie Ooreenkom, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die loon wat die werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het.
- 'n Bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek.
- Wanneer 'n werknemer wie se loon hoogstens R10.50 per week bedra, daarmee ingestem het om kos en huisvesting van sy werkgever aan te neem, mag hoogstens ondergenoemde bedrae afgetrek word:—

	Per week.	Per maand.
	R	R
(i) Kos.....	0.40	1.73
(ii) Huisvesting.....	0.20	0.87
(iii) Kos en huisvesting.....	0.60	2.60

(e) In die geval van 'n ander werknemer as dié bedoel in paragraaf (d), 'n huurgeld waarvoor die werkgever en die werknemer ooreen moet kom en wat hoogstens R24 per maand mag beloop; ingeval die werkgever en die werknemer nie oor die bedrag van die betrokke huurgeld ooreen kan kom nie, moet die saak na die Raad verwys word, wat die bedrag moet bepaal wat afgetrek moet word.

(f) Met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n koshuis wat deur sodanige werknemer geokkupeer word in 'n lokasie of Bantoeoord onder die beheer van sodanige raad of ander plaaslike bestuur.

(g) Met die skriftelike toestemming van die werknemer, mag sy werkgever bedrae aftrek as bydraes tot die fondse van 'n geregistreerde vakvereniging.

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

(1) (a) Die gewone werkure van alle werknemers, uitgesonderd los werknemers, is 46 uur per week, en alle diens wat langer as sodanige ure is, word geag oortyd diens te wees.

(b) Behoudens andersluidende bepalings in hierdie Ooreenkom, is die gewone werkure 8 uur twaalf minute per dag vanaf Maandag tot Vrydag en 5 uur op Saterdag; met dien verstande egter dat die werkgever na sy goedvinde van alle werknemers of van dié werknemers soos hy mag besluit, mag vereis om vyf dae van 9 uur 12 minute per dag ten opsigte van elke week vanaf Maandag tot Vrydag te werk. Langer diens as dié hierbo genoem, word geag oortyd diens te wees.

(2) *Los werknemer.*—Die gewone werkure op 'n bepaalde dag vir 'n los werknemer is hoogstens 8½ uur in 'n werkweek van ses dae en 9 uur 12 minute in 'n werkweek van 5 dae.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerkure uit te maak nie; met dien verstande dat—

- indien sodanige pouse langer as een uur duur, enige tydperk van langer as een uur en vyftien minute geag moet word gewone werkure te wees;
- werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag moet word aaneenlopend te wees behalwe wanneer 'n ooreenkom kragtens voorbehoudsbepaling (iii) van toepassing is;

be increased accordingly; provided further that in that event the amount paid as cost of living allowance under Government Notice No. 571 of the 22nd April, 1960, shall for the purpose of the said War Measure or substituting or superseding legislation count as cost of living allowance.

5. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash either weekly or monthly within 30 minutes of ceasing work on the usual pay-day 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 any goods from him or from any shop, place or person, nominated by him.

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

(5) *Board and Lodging.*—Subject to the provisions of the Native (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 any person, 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.
- Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which the employee was receiving in respect of his ordinary hours of work at the time of such absence.
- A deduction of any amount which an employer, by law or order of any competent court is required or permitted to make.
- When an employee whose wage does not exceed R10.50 per week has agreed to board and/or lodge with his employer, a deduction not exceeding the amount specified hereunder:—

	Per Week.	Per Month.
	R	R
(i) Board.....	0.40	1.73
(ii) Lodging.....	0.20	0.87
(iii) Board and Lodging.....	0.60	2.60

(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 R24.00 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 an employee, a deduction of an amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

(g) 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, other than casual 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 an 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, except when an agreement by virtue of proviso (iii) applies, shall be deemed to be continuous;

(iii) 'n werkgewer met sy werknemer ooreen mag kom om die tydperk van sodanige etenspouse in te kort tot minstens 'n half uur, en in so 'n geval en nadat die werkgewer 'n verklaring dat sodanige ooreenkoms aangegaan is, by die Sekretaris van die Raad ingedien het, mag die etenspouse aldus ingekort word.

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

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

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as tien uur in 'n week oortyd te werk nie.

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

(a) om tussen 6-uur nm. en 6-uur vm. te werk nie;
(b) om na 1-uur nm. op meer as vyf dae in 'n week te werk nie;

(c) om oortyd vir meer as twee uur op 'n dag vir meer as drie agtereenvolgende dae te werk nie;

(d) om oortyd op meer as sestig dae in 'n jaar te werk nie;

(e) om na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie tensy hy—

(i) voor 12-uur middag kennis daarvan aan sodanige werknemer gegee het; of

(ii) sodanige werknemer van 'n toereikende, etc. voorsien het voordat sy met sodanige oortyd moet begin; of

(iii) sodanige werknemer 15 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sy met sodanige oortydwerk moet begin.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortydwerk wat hy verrig het, besoldig teen minstens een en een-derde maal die loon wat hy verdien.

(9) *Uitsonderings.*—Die bepalings van hierdie klousule is nie op wagte van toepassing nie en die bepalings van subklousule (3) is nie van toepassing nie op 'n stoomketelbediende wat skofwerk verrig en wat nie meer as agt uur per skof werk nie of op 'n drywer van 'n motorvoertuig of 'n arbeider wat op sodanige voertuig behulpsaam is, en die bepalings van subklousule (3), (4) en (6) is nie van toepassing nie op werknemers wat werk verrig wat weens 'n onklaarraking van uitrustings of masjinerie of deur 'n ander onvoorsiene noodgeval noodsaaklik gemaak is.

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

(11) Senior bestuurs-, professionele, tegniese en administratiewe personeel en voormanne wat 'n gereelde besoldiging van minstens R1,920 per jaar ontvang, is vrygestel van die bepalings van hierdie klousule. Vir die toepassing van hierdie subklousule, word verblyf- en/of vervoertoeleas wat 'n werknemer ontvang het, nie by "besoldiging" ingesluit nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer onderstaande jaarlikse verlof verleen ten opsigte van elke voltooide tydperk van twaalf maande diens by hom:—

(a) Graad 1, graad 2 en graad 3: Drie agtereenvolgende weke;

(b) Graad 4, graad 5 (uitgesonderd wagte) en graad 6: Twee agtereenvolgende weke;

(c) Wagte: Drie agtereenvolgende weke;

en moet die werknemer ten opsigte van 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 soos bedoel in subklousule (1), moet verleen word op 'n tyd wat die werkgewer moet bepaal; met dien verstande dat—

(i) indien sodanige verlof nie vroeër toegestaan is nie, dit binne vier maande of, as die werknemer skriftelik daarmee ingestem het voor die verstryking van genoemde vier maande, binne ses maande na die voltooiing van die tydperk van twaalf maande diens waarop dit betrekking het, verleen moet word;

(ii) die tydperk van sodanige verlof nie mag saamval nie met siekteverlof wat ingevolge klousule 9 verleen is of met 'n tydperk waarin daar van die werknemer vereis word om militêre opleiding te ondergaan;

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

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

(3) Die besoldiging ten opsigte van jaarlikse verlof soos bedoel in subklousule (1), moet voor of op die laaste werkdag voor die begin van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of 'n daaropvolgende tydperk van twaalf maande diens by dieselfde werkgewer eindig voordat die verlof soos bedoel in subklousule (1), opgeloopt het, moet, behoudens die bepalings soos vervat in die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging in plaas van die verlof en ten opsigte van

(iii) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and, in that event and after the employer has lodged a statement of such agreement with the Secretary of the Council, the meal interval may be so reduced.

(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 ten hours in any week.

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

(a) to work between 6 o'clock p.m. and 6 o'clock a.m.;

(b) to work after 1 o'clock p.m. on more than five days in any week;

(c) to work overtime for more than two hours on any day for more than three consecutive days;

(d) to work overtime on more than sixty days in any year;

(e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee 15 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(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.

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

(11) Senior managerial, professional, technical and administrative personnel and foremen who are in receipt of regular remuneration of not less than R1,920 per annum, are exempt from the provisions of this clause. For the purpose of this sub-clause "remuneration" shall not include any subsistence and/or transport allowances received.

7. ANNUAL LEAVE.

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

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

(b) Grade 4, Grade 5 (excluding watchmen) and Grade 6: Two consecutive weeks;

(c) Watchmen: Three consecutive 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 four months or, if the employee has agreed thereto in writing before the expiration of the said four months, within six 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

elke voltooide maand van sodanige tydperk van minder as twaalf maande, minstens een-twaalfde van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, vermenigvuldig deur drie in die geval van werknemers soos bedoel in klousule 7 (1) (a), en deur twee in die geval van werknemers soos bedoel in klousule 7 (1) (b), betaal word; met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat het sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien soos voorgeskryf in klousule 14 (tensy die werkgewer van sodanige kennisgewing afgesien of die werknemer die werkgewer in plaas van kennisgewing betaal het); of
- (ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n regsgeldige rede vir sodanige ontslag;

nie op betaling kragtens hierdie subklousule geregtig is nie.

(5) 'n Werknemer wat kragtens subklousule (1) geregtig geword het op 'n tydperk van verlof en wie se dienskontrak beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrae soos bedoel in subklousule (1) en (4), ten opsigte van die 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 kragtens die bepalings van subklousule (1);
- (b) van sy werk afwesig is op las of op die versoek van sy werkgewer;
- (c) met siekteverlof afwesig is kragtens klousule 9;
- (d) militêre opleiding moet ondergaan;

wat altesaam in 'n bepaalde jaar op hoogstens tien weke ten opsigte van items (a), (b) en (c) te staan kom, plus 'n maksimum van vier maande van enige tydperk van militêre opleiding wat in daardie jaar begin en ondergaan is.

8. LANGDIENSVERLOF.

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

- (a) In die elfde jaar ononderbroke diens: Drie weke addisionele verlof.
- (b) In die een-en-twintigste jaar ononderbroke diens: Ses weke addisionele verlof.

(OPMERKING.—Bogenoemde ekstra verlof word slegs ten opsigte van die betrokke jaar verleen en nie elke jaar nie. Reëlins vir die neem van sodanige verlof moet met die werkgewer getref word.)

- (c) In die twee-en-twintigste jaar ononderbroke diens en daarna elke jaar: 'n Addisionele week verlof.

9. SIEKTEVERLOF.

(1) 'n Werkgewer moet, behoudens die bepalings van subklousule (2), aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, soos volg verlof verleen:—

- (a) In die geval van 'n werknemer wat vyf dae per week werk, minstens twintig werkdag; en
- (b) in die geval van 'n ander werknemer, minstens vier-en-twintig werkdag;

altesaam gedurende elke kringloop van vier-en-twintig agtereenvolgende maande diens by hom, en moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalings van hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

- (i) dat 'n werknemer gedurende die eerste vier-en-twintig agtereenvolgende maande diens nie op meer siekteverlof met volle betaling as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van 'n ander werknemer, een werkdag ten opsigte van elke voltooide maand diens, geregtig is nie;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bedrae wat ten minste gelyk is aan dié wat die werknemer betaal, bydra tot 'n fonds of organisasie wat die werknemer genoem het en wat aan die werknemer, in geval van sy ongeskiktheid onder die omstandighede soos in hierdie klousule gemeld, 'n betaling waarborg van minstens die ekwivalent, in totaal, van sy loon vir twintig of vier-en-twintig maande diens, behalwe dat die gewaarborgde betaling gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes betaal, nie meer hoef te wees nie as die bedrag wat ingevolge die eerste voorbehoudsbepaling van hierdie subklousule opgeloop het;
- (iii) dat waar daar by wet van 'n werkgewer vereis word om gelde vir die hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die betaling wat ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule verskuldig is;
- (iv) dat, indien daar ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, ingevolge 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie.

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); provided that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this sub-clause.

(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) absent from work on the instructions or at the request of his employer;
- (c) absent on sick leave in terms of clause 9;
- (d) required to undergo military training;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus up to 4 months of any period of military training, commenced and undergone in that year.

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 continuous service: three weeks additional leave.
- (b) In the twenty-first year of continuous 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 continuous service and thereafter annually: an additional week's leave.

9. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than twenty work days; and
- (b) in the case of any other employee, not less than twenty-four work days;

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would receive had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that 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 absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) 'n Werknemer mag as 'n voorafgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer vereis om 'n sertifikaat, onderteken deur 'n mediese praktisyen, voor te lê waarin die aard en duur van die werknemer se ongeskiktheid bevestig word; met dien verstande dat, wanneer 'n werknemer gedurende 'n tydperk van agt agtereenvolgende weke betaling kragtens hierdie klousule by twee of meer geleenthede geëis het vir tydperke van drie agtereenvolgende kalenderdae of minder sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke as 'n voorafgestelde voorwaarde vir betaling, deur hom, van enige bedrag wat sodanige werknemer kragtens hierdie klousule eis, mag vereis dat die werknemer sodanige sertifikaat voorlê afgesien van die duur van sodanige afwesigheid.

(3) Waar 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n tydperk wat langer is as die siekteverlof wat ten tyde van sodanige ongeskiktheid opgehoop het, is hy geregtig op betaling slegs ten opsigte van dié verlof wat aldus opgehoop het, maar sy werkgever moet, as hy dit nie voorheen gedoen het nie, by verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin siekteverlof soos opgehoop op sodanige datum van verstryking of beëindiging, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

(a) word "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—

(i) met verlof kragtens die bepalings van klousule 7;

(ii) op las of op die verskiet van sy werkgever;

(iii) met siekteverlof kragtens die bepalings van sub-klousule (1);

(iv) terwyl hy militêre opleiding ondergaan;

en wat altesaam in 'n bepaalde jaar te staan kom op hoogstens tien weke ten opsigte van items (i), (ii) en (iii), plus 'n tydperk van militêre opleiding van hoogstens vier maande wat daardie jaar ondergaan is, en enige diens-tydperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, word vir die toepassing van hierdie klousule geag diens kragtens hierdie Ooreenkoms te wees, en enige siekteverlof met volle betaling wat gedurende sodanige tydperk aan so 'n werknemer verleen is, word geag verleen te gewees het ooreenkomstig die bepalings van hierdie Ooreenkoms;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag; met dien verstande dat werk-onvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag moet word ongeskiktheid te wees slegs ten opsigte van enige tydperk van ongeskiktheid vir werk waarvoor geen ongeskiktheidsbetaling ingevolge die Wet verskuldig is nie.

10. OPENBARE VAKANSIEDAE EN SONDAG.

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

(a) of die werknemer—

(i) minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus werk vir 'n tydperk van hoogstens vier uur; of

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

(b) of die werknemer minstens een en een-derde maal sy gewone loon betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op sodanige dag 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 Goede Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag teen minstens sy gewone loon besoldig asof 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 Goede Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom teen minstens sy gewone loon besoldig ten opsigte van die totale tydperk op sodanige dag gewerk en hom daarbenewens die loon betaal waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(5) Wanneer 'n los werknemer op Goede Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal 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 gedeel deur agt.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 7;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of sub-clause (1);

(iv) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus any period of military training not exceeding four months undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement.

(b) "Incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of the Act.

10. PUBLIC HOLIDAYS AND SUNDAYS.

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

(a) pay to the employee—

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

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

(b) pay the employee not less than one and one-third times 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, remuneration 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 remuneration 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) *Uitsonderings.*—Hierdie klousule is nie van toepassing nie op—

- (a) senior bestuurs-, professionele, tegniese en administratiewe personeel en voormanne wat 'n gereelde besoldiging van minstens R1,920 per jaar ontvang. Vir die toepassing van hierdie subklousule, sluit "besoldiging" nie enige verblyf- en/of vervoertoeplae wat hy ontvang het, in nie;
- (b) wagte.

11. AANSPORINGSLOONWERK.

(1) Behoudens die bepalings van klousule 5 (6), moet 'n werkgewer sy werknemer wat aansporingsloonwerk verrig, die besoldiging betaal waaroor die werkgewer en die werknemer ooreengekom het; met dien verstande dat, afgesien van die hoeveelheid en omvang van die werk wat verrig word, die werkgewer sodanige werknemer minstens die volgende moet betaal:—

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

(2) 'n Werkgewer moet 'n lys van die lone wat vir aansporingsloonwerk soos in subklousule (1) bedoel, betaal word, in 'n opvallende plek in sy bedryfsinrigtings laat opklak en opgeplak hou.

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

12. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet die oorpakke en/of beskermende kleren wat hy mag vereis dat sy werknemer moet dra of wat hy ingevolge 'n wet of regulasie aan sy werknemer moet verskaf, gratis verskaf en in 'n dienlike toestand hou.

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n arbeider of 'n los werknemer, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgewer en die werknemer, die aard van die werk, die datum waarop die kontrak begin en beëindig is en die besoldiging op die datum van sodanige beëindiging gemeld moet word.

14. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer 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 kennis gegee moet word, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel 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 een week kennis gegee moet word, minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

met dien verstande dat die volgende nie hierdeur geraak word nie:—

- (i) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer as een week is.

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

(3) Die kennisgewing soos bedoel in subklousule (1), loop vanaf die dag waarop dit gegee word; met dien verstande—

- (i) dat die kennisgewingstermyn nie mag saamval nie met en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ooreenkomstig klousule 7 verleen is of 'n tydperk van militêre opleiding;
- (ii) dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof wat ooreenkomstig klousule 9 verleen is.

15. KORTTYD.

Wanneer die gewone werkkure soos voorgeskryf, ingekort word weens korttyd, mag 'n werkgewer ten opsigte van elke uur van sodanige inkorting 'n bedrag gelyk aan een ses-en-veertigste van die weekloon voorgeskryf in klousule 4, van die besoldiging van sy werknemer aftrek; met dien verstande dat geen bedrag afgetrek mag word nie—

(1) in die geval van korttyd as gevolg van 'n tydelike slapte in die bedryf of tekort aan grondstowwe of vervoer, tensy die werkgewer sy werknemer minstens agt uur vooraf kennis gegee het van sy voorneme om die gewone werkkure aldus in te kort;

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

- (a) senior managerial, professional, technical and administrative personnel and foremen who are in receipt of regular remuneration of not less than R1,920 per annum. For the purpose of this sub-clause "remuneration" shall not include any subsistence and/or transport allowances received;
- (b) watchmen.

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 serviceable condition free of charge 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—

- (i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 9.

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 die geval van korttyd weens slegte weer of 'n algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in 'n opvallende plek in sy bedryfsinrigting, waar dit vir al sy werknemers gereedlik toeganklik is, opplak en opgeplak hou.

17. VRYSTELLINGS.

- (1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.
- (2) Die Raad moet die voorwaardes bepaal waarop 'n vrystelling van krag is; met dien verstande dat die Raad, nadat daar sewe dae vooraf kennis aan die betrokke persoon gegee is, 'n vrystelling mag intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

18. ADMINISTRASIE VAN OOREENKOMS.

- (1) Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van die werkgewers en werknemers uitspreek.
- (2) Enige geskil wat mag ontstaan in verband met die uitleg van 'n bepaling van hierdie Ooreenkoms, moet na die Raad verwys word.

19. INDIENSNEMING VAN MINDERJARIGES.

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

Namens die partye te Durban onderteken op hede die 19de dag van September 1963.

J. W. ROACH, *Voorsitter.*

J. H. NEILSON, *Ondervoorsitter.*

P. H. THOMAS, *Sekretaris.*

No. R. 27.] [3 Januarie 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK
1941.

KUNSMISVERVAARDIGINGSNYWERHEID, DURBAN EN PINETOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby 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 Kunsmisvervaardigingsnywerheid, gepubliseer by Goewermenskennisgewing No. R. 26 van 3 Januarie 1964, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 28.] [3 Januarie 1964.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KUNSMISVERVAARDIGINGSNYWERHEID, DURBAN EN PINETOWN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kunsmisvervaardigingsnywerheid wat by Goewermenskennisgewing No. R. 26 van 3 Januarie 1964 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

- (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.

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 exemptions 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 at Durban this 19th day of September, 1963.

J. W. ROACH, *Chairman.*

J. H. NEILSON, *Vice-Chairman.*

P. H. THOMAS, *Secretary.*

No. R. 27.] [3 January 1964.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FERTILIZER MANUFACTURING INDUSTRY, DURBAN AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (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 Fertilizer Manufacturing Industry, published under Government Notice No. R. 26 of the 3rd January, 1964 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 28.] [3 January 1964.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

FERTILIZER MANUFACTURING INDUSTRY, DURBAN AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Fertilizer Manufacturing Industry, published under Government Notice No. R. 26 of the 3rd January, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.		BLADSY
	Departement van Arbeid.	
	GOEWERMENTSKENNISGEWINGS.	
R. 26.	Kunsmisvervaardigingsnywerheid, Durban en Pinetown: Ooreenkoms	1
R. 27.	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Kunsmisvervaardigingsnywerheid, Durban en Pinetown	12
R. 28.	Wet op Oorlogsmaatreëls, 1940: Kunsmisvervaardigingsnywerheid, Durban en Pinetown	12

CONTENTS.

No.		PAGE
	Department of Labour.	
	GOVERNMENT NOTICES.	
R. 26.	Fertilizer Manufacturing Industry, Durban and Pinetown: Agreement	1
R. 27.	Factories, Machinery and Building Work Act, 1941: Fertilizer Manufacturing Industry, Durban and Pinetown	12
R. 28.	War Measures Act, 1940: Fertilizer Manufacturing Industry, Durban and Pinetown	12

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