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

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

GOEWERMENTSKENNISGEWING.

Die volgende Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2017.] [18 Augustus 1950.

NYWERHEIDVERSOENINGSWET, 1937.

VISNYWERHEID, KAAP.

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

- (a) kragtens subartikel (1) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van die Nywerheidsversoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Visnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op 30 Junie 1952, bindend is op die werkgewers en vakvereniging wat genoemde Ooreenkoms aangaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig op 30 Junie 1952 in die munisipale gebiede Kaapstad, Port Elizabeth, en Oos-Londen bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid; en
- (c) kragtens subartikel (4) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig op 30 Junie 1952, in die munisipale gebiede Kaapstad, Port Elizabeth en Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in diens van genoemde nywerheid wat nie by die omskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2017.] [18 August 1950.

INDUSTRIAL CONCILIATION ACT, 1937.

FISH INDUSTRY, CAPE.

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

- (a) in terms of sub-section (1) read with sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Fish Industry, shall be binding from the second Monday after the date of publication of this notice, and for the period ending the 30th June, 1952, upon the employers and employees engaged or employed in the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) read with sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending the 30th June, 1952, upon the other employers and employees engaged or employed in the said Industry in the Municipal Areas of Cape Town, Port Elizabeth and East London; and
- (c) in terms of sub-section (4) read with sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal Areas of Cape Town, Port Elizabeth and East London and from the second Monday after the date of publication of this notice, and for the period ending the 30th June, 1952, the provisions contained in clauses 3 to 15 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

VERSOENINGSRAADSOOREENKOMS VIR DIE VISNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningwet, 1937, gesluit tussen die

National Certified Fishing Officers' Association (hierna „die werknemers” of „die vakvereniging” genoem), aan die een kant, en ondergenoemde werkgewers:—

Irvin and Johnson (S.A.), Ltd.,
East Fisheries, Ltd.,
National Trawling and Fishing Co., Ltd.,
B. Gelcer & Co.,

(hierna „die werkgewers” genoem), aan die ander kant.

1. GEBIED EN BESTEK VAN OOREENKOMS.

Hierdie Ooreenkoms is van toepassing op alle werknemers in diens in die Visnywerheid vir wie lere hierin voorgeskryf word en op alle werkgewers van dié werknemers in die munisipale gebiede Kaapstad, Port Elizabeth en Oos-Londen.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid ingevolge artikel agt-en-veertig van die Nywerheid-versoeningwet, 1937, vasgestel word en bly van krag tot 30 Junie 1952, of vir 'n tydperk wat deur die Minister vasgestel word.

3. WOORDBEPALING.

„Hoofingenieur” beteken 'n gediplomeerde werknemer wat verantwoordelik is vir die werking en versorging van masjinerie op 'n treiler van 100 of meer bruto registerton, die masjienruim-logboek byhou, toesig oor die masjienruimpersoneel en verantwoordelik is vir die doelmatige verrigting deur hulle van hul pligte en wat wagstaan.

„Dag” beteken die tydperk van 24 uur bereken van die tyd waarop die werknemer begin werk.

„Vis” beteken enige vorm van seelewe vir menslike gebruik bedoel.

„Visnywerheid” beteken visvang van 'n treiler af gehuur deur of die eiendom van die genoemde werkgewers, en sluit in alle werksaamhede wat daarmee gepaard gaan as dit uitgevoer word deur werkgewers en werknemers in die genoemde nywerheid, maar sluit nie in die bereiding van vis vir verkoop deur 'n persoon in diens by die verkoop van dié vis in die kleinhandel nie.

„Gediplomeerde werknemer” beteken 'n werknemer wat 'n bedrewenheidsertifikaat of 'n sertifikaat van 'n dergelike waarde besit wat die houder daarvan in aanmerking vir diens as offisier op 'n treiler laat kom.

„Stuurman” beteken 'n gediplomeerde werknemer wat toesig hou oor die hantering en berging van 'n vangs op 'n treiler van 100 of meer bruto registerton, die skipper help met die uitvoering van sy pligte en wat namens hom gedurende sy afwesigheid kan optree en wat nette gereedmaak en herstel en wagstaan.

„Skipper” beteken 'n gediplomeerde werknemer wat bevel voer oor en verantwoordelik is vir die navigasie van 'n treiler van 100 of meer bruto registerton en wat visvangwerksaamhede bestuur.

„Treiler” beteken 'n skip of boot van 100 of meer bruto registerton ongeag die manier waarop dit voortbeweeg, en wat in die visnywerheid gebruik word vir visvang op see deur middel van 'n treinet wat oor die seebodem gesleep word.

„Loon” beteken daardie gedeelte van die besoldiging wat in geld aan 'n werknemer, soos voorgeskryf by klousule 4 (1) (i) van hierdie Ooreenkoms, betaalbaar is.

„week” beteken 'n tydperk van sewe agtereenvolgende dae.

4. BESOLDIGING.

(1) (i) Onderworpe aan die bepalings van subklousule (iv) van hierdie klousule mag geen werkgewer minder loon as die onderstaande betaal en mag geen werknemer dit aanneem nie:—

	Per week.
	£ s. d.
Skipper	11 8 10
Stuurman	7 5 5
Hoofingenieur	9 4 8

(ii) *Lewenskostetoelae.*—Benewens die loon voorgeskryf by klousule 4 (1) (i) van hierdie Ooreenkoms is 'n werknemer geregtig tot en moet hy 'n lewenskostetoelae betaal word van minstens die betrokke lewenskostetoelae voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of ingevolge 'n daaropvolgende maatregel.

(iii) *Berekening van maandloon.*—Ingeval die weekloon wat aan 'n werknemer verskuldig is, maandeliks betaal word, moet die besoldiging bereken word teen 4½ maal die weekloon wat by subklousule (i) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word.

(iv) Niks in hierdie Ooreenkoms mag die besoldiging verminder wat 'n werknemer onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms ontvang het nie.

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE FISHING INDUSTRY.

AGREEMENT

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

The National Certified Fishing Officers' Association (hereinafter referred to as “the employees” or “trade union”), of the one part, and the following employers:—

Messrs. Irvin and Johnson (S.A.), Ltd.
Messrs. East Fisheries, Ltd.
Messrs. The National Trawling and Fishing Co., Ltd.
Messrs. B. Gelcer and Co.

(hereinafter referred to as “the employers”), of the other part.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

This Agreement shall apply to all employees employed in the Fish Industry for whom wages are prescribed herein and to the employers of such employees in the municipal areas of Cape Town, Port Elizabeth and East London.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation as from the date fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in force to the 30th June, 1952, or for such period as may be decided by him.

3. DEFINITIONS.

“Chief engineer” means a certificated employee, who is responsible for the running and care of machinery on a trawler of 100 or more gross registered tons, keeps the engine room log, is in charge of the engine room crew and responsible for the efficient performance by them of their duties and who takes a watch.

“Day” means the period of twenty-four hours calculated from the time the employee commences work.

“Fish” means any form of marine life used as food for human consumption.

“Fish Industry” means fishing from any trawler chartered or owned by the said employers, and includes all operations incidental thereto if carried on by employers and employees in the said industry, but does not include the preparation of fish for sale by a person engaged in the sale of such fish by retail.

“Certificated employee” means an employee who holds a certificate of competency or a certificate of similar value which entitles the holder thereof to employment as an officer of a trawler.

“Mate” means a certificated employee who is in charge of the handling and stowage of the catch of fish on a trawler of 100 or more gross registered tons, assists the skipper in the performance of his duties and who acts for him during his absence and who assembles and repairs nets and takes a watch.

“Skipper” means a certificated employee who is in command of and responsible for the navigation of a trawler of 100 or more gross registered tons and who directs fishing operations.

“Trawler” means any vessel or boat of 100 or more gross registered tons irrespective of the method of propulsion thereof, which is used for seafishing by means of a trawl net dragged on the seabed in the Fish Industry.

“Wage” means that portion of the remuneration payable in money to an employee as prescribed in clause 4 (1) (i) of this Agreement.

“Week” means a period of seven consecutive days.

4. REMUNERATION.

(1) (i) Subject to the provisions of sub-clause (iv) of this clause, no employer shall pay and no employee shall accept less wages than the following:—

	Per Week.
	£ s. d.
Skipper	11 8 10
Mate	7 5 5
Chief engineer	9 4 8

(ii) *Cost of Living Allowance.*—In addition to the wages prescribed in clause 4 (1) (i) of this Agreement, an employee shall be entitled to and be paid a cost of living allowance of not less than the relative cost of living allowance prescribed in War Measure No. 43 of 1942, as amended from time to time; or in terms of any subsequent measure.

(iii) *Calculation of Monthly Remuneration.*—Whenever the weekly remuneration due to an employee is paid monthly, such remuneration shall be calculated at the rate of four and one-third times the weekly remuneration prescribed in sub-clause (i) of this clause for an employee of his class.

(iv) Nothing in this Agreement shall operate to reduce the remuneration which an employee was receiving immediately prior to the date of coming into operation of this Agreement.

(2) *Verskaffing van kos en huisvesting.*—'n Werkgewer moet sy werknemer wat by hom op 'n treiler in diens is, kosteloos van drie maaltye per dag asook slaapperiewe voorsien gedurende die tyd wat die werknemer op die treiler op see is.

(3) *Kontrakbasis.*—Die kontrakbasis van 'n werknemer is 'n weeklikse en kan deur albei partye beëindig word deur een week kennis te gee van sy voorneme om die kontrak te beëindig, met dien verstande dat ingeval die tyd van kennisgewing eindig wanneer 'n werknemer op see is, duur die diens voort tot die datum waarop die werknemer na die land terugkeer en is hy geregtig tot en moet hy, benewens die loon wat ten opsigte van die kennisgewingtyd verskuldig is, een-sewende van 'n week se loon betaal word vir elke dag wat verstryk het sedert die datum waarop die kennisgewing geëindig het; met dien verstande voorts dat ingeval minstens twee dae van die kennisgewingtyd verstryk het wanneer die treiler waarop die betrokke werknemer in diens is, sy tuishawe bereik of wanneer die treiler sy tuishawe moet verlaat, kan die werkgever die dienskontrak onmiddellik beëindig deur twee dae se loon ten opsigte van die onverstreke gedeelte van die kennisgewingstyd te betaal; met dien verstande dat die twee dae se loon bo en behalwe die loon moet wees wat aan die werknemer ten opsigte van walverlof verskuldig is.

(4) *Verskillende lone.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n dag of bo en behalwe sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor 'n loon by subklousule (1) voorgeskryf word wat hoër is as dié van sy eie klas, moet aan die werknemer vir daardie dag 'n loon betaal wat gelyk staan met die hoër weekloon.

(5) 'n Werkgewer moet aan sy werknemer ten opsigte van elke tydperk van sewe agtereenvolgende dae waarop die werknemer op see was, benewens sy gewone weekloon, een-sewende van die weekloon betaal wat by subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

5. KOMMISSIE.

'n Werkgewer moet aan sy werknemer onderstaande kommissieskale betaal per ton vis, met uitsluiting van vis wat vir vismeel gebruik word, in goeie toestand aan wal gebring en geweeg, soos in die nywerheid gebruiklik is.

Klas werknemer.	Noord- en weswaartse reise (behalwe na Port Nolloth-viswaters.		Ooskusreise (met inbegrip van alle skepe wat van Oos-Londen en Port Elizabeth vaar).		Skoonge-maakte rooivis.	Stokkers.
	Tongvis.	Vis.	Tongvis.	Vis.		
Skipper...	s. d. 20 0	s. d. 5 0	s. d. 20 0	s. d. 11 0	s. d. 7 0	s. d. 5 0
Stuurman...	8 0	4 0	8 0	8 0	8 0	8 0
Hoof-ingenieur	2 0	2 0	4 0	4 0	4 0	4 0

	Port Nolloth-viswaters.		Noord- en weswaartse (behalwe Port Nolloth-viswaters).	
	Ronde stokvis vir insout.		Ronde stokvis vir insout.	
Skipper.....	s. d. 2 9		s. d. 2 6	
Stuurman.....	2 3		2 0	
Hoofingenieur.....	1 3		1 0	

	Port Nolloth-viswaters.	
	Vis.	Tongvis.
Skipper.....	s. d. 5 6	s. d. 20 0
Stuurman.....	4 6	8 0
Hoofingenieur.....	2 6	2 0

	Ooskusreise.	
	Ronde stokvis vir insout.	
Skipper.....	s. d. 5 6	
Stuurman.....	4 0	
Hoofingenieur.....	2 0	

6. BETALING VAN BESOLDIGING.

(i) Behalwe soos bepaal by klousule 7 (3) moet die bedrag wat aan 'n werknemer verskuldig is, kontant na elke reis betaal word en binne 1½ uur na die aankoms van die treiler waarop die werknemer in diens is en dit moet in 'n kovert wees waarop die volgende aangeteken is:—

- Die naam van die werknemer.
- Die loonskaal.
- Tyd ten opsigte waarvan betaling gedoen word.
- Kommissie verdien en ten opsigte van vorige reis betaalbaar.
- Bedrag van lewenskostetoelae.
- Besonderhede van gemagtigde aftrekkings.

(ii) *Premies.*—Geen betaling mag aan 'n werkgever gemaak of deur hom aangeneem word, hetsy direk of indirek, ten opsigte van die diens of opleiding van 'n werknemer nie.

(2) *Supply of Meals and Accommodation.*—An employer shall provide his employee employed by him on a trawler with three meals per day and sleeping accommodation, free of charge, during the period that such employee is at sea on such trawler.

(3) *Basis of Contract.*—The contract of employment of an employee shall be weekly and may be terminated by either party giving the other one week's notice of his intention to terminate such contract: Provided that where the period of notice terminates while an employee is at sea, employment shall continue until the date of such employee's return to shore and such employee shall be entitled to and be paid one-seventh of a week's wage for each day which has elapsed since the date upon which such notice terminated in addition to the wages due in respect of the period of such notice: Provided further that if not less than two days of such notice has expired when the trawler on which the employee concerned is employed reaches its home port or when such trawler is due to leave its home port, the employer may terminate the contract of employment forthwith by paying two days' pay in respect of the unexpired portion of the notice: Provided that such two days' pay shall be in addition to any pay due to the employee in respect of shore leave.

(4) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) shall pay to such employee for that day a wage equal to the higher weekly wage.

(5) An employer shall pay to his employee in respect of each period of seven consecutive days which such employee has been at sea one-seventh of the weekly wage prescribed in sub-clause (1) for an employee of his class in addition to his ordinary weekly wage.

5. COMMISSION.

An employer shall pay to his employee the following rates of commission per ton of fish, excluding fish used for fishmeal, landed in good condition and weighed as is customary in the Industry:—

Class of Employee.	North and West Trips (excluding Port Nolloth Fishing Grounds.		East Coast Trips (including all vessels sailing from East London and Port Elizabeth.			
	Soles.	Fish.	Soles.	Fish.	C. Reds.	Stockers.
Skipper...	s. d. 20 0	s. d. 5 0	s. d. 20 0	s. d. 11 0	s. d. 7 0	s. d. 5 0
Mate.....	8 0	4 0	8 0	8 0	8 0	8 0
Chief Engineer	2 0	2 0	4 0	4 0	4 0	4 0

	Port Nolloth Fishing Grounds.		North and West Trips (excluding Port Nolloth Fishing Grounds.	
	Round Stockfish for Salting.		Round Stockfish for Salting.	
Skipper.....	s. d. 2 9		s. d. 2 6	
Mate.....	2 3		2 0	
Chief Engineer.....	1 3		1 0	

	Port Nolloth Fishing Grounds.	
	Fish.	Soles.
Skipper.....	s. d. 5 6	s. d. 20 0
Mate.....	4 6	8 0
Chief Engineer.....	2 6	2 0

	East Coast Trips.	
	Round Stockfish for Salting.	
Skipper.....	s. d. 5 6	
Mate.....	4 0	
Chief Engineer.....	2 0	

6. PAYMENT OF REMUNERATION.

(i) Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash after each trip and within one and a half hours of the arrival of the trawler on which such employee is employed at its home port and shall be contained in an envelope showing—

- name of employee;
- rate of pay;
- period in respect of which payment is made;
- commission earned and payable for previous trip;
- amount of cost of living allowance;
- details of authorised deductions.

(ii) *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.

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

(iv) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes ople nie, ook mag hy geen aftrekking van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, siekte-, versekerings-, voorsienings- of pensioenfondse of ledegedelde vir 'n werknemers-organisatie, met dien verstande dat in die geval van aftrekkings vir siekte- of voorsieningsfondse ingevolge die derde voorbehoud by klousule 10 (1), die skriftelike toestemming van die werknemer nie verkry hoef te word nie;
- (b) behalwe waar andersins voorsiening in hierdie ooreenkoms gemaak is, as 'n werknemer nie werk nie, 'n aftrekking van een-sewende van sy weekloon vir elke dag wat hy afwesig is, met dien verstande dat as 'n werknemer, wat of met jaarlikse verlof ingevolge klousule 7 of met siekteverlof ingevolge klousule 10 afwesig was, hom voor 12-uur middag op 'n dag by die treiler aanmeld, mag 'n aftrekking van hoogstens een-veertiende van die weekloon ten opsigte van daardie dag gemaak word;
- (c) 'n aftrekking van 'n bedrag wat 'n werkgever ingevolge 'n wet of 'n bevel van 'n bevoegde hof moet maak of toegelaat word om te maak.

7. JAARLIKSE VERLOF.

(1) (i) Onderworpe aan die bepalinge van subklousule (2) moet 'n werkgever aan sy werknemer—

- (a) nege dae verlof met volle betaling toestaan ten opsigte van elke voltooide ses maande diens by hom; of
- (b) agtien dae verlof met volle betaling ten opsigte van elke voltooide jaar diens by hom.

(ii) 'n Werkgever en sy werknemer mag ooreenkom dat jaarlikse verlof ingevolge paragraaf (a) of (b) of subklousule (i) van hierdie klousule toegestaan word.

(iii) Die verloftyd sluit of Kersdag of Nuwejaarsdag elke jaar in as dit binne die verloftyd van nege of 18-dae val, al na die geval, met dien verstande dat as die verlof geneem word op 'n tyd waarin geen een van die dae kan val nie, moet die tyd tot agt of 17 dae, al na die geval, verminder word, en Kersdag of Nuwejaarsdag moet daarbenewens toegestaan word as 'n betaalde vakansiedag. Dinsdag is nie 'n betaalde openbare vakansiedag nie.

(2) Die verlof waarna in subklousule (1) verwys word, moet toegestaan word op 'n tyd deur die werkgever vasgestel, met dien verstande dat—

- (i) as verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne een maand na die voltooiing van die ses maande diens waarop dit betrekking het;
- (ii) Die verloftyd nie saamval met siekteverlof wat ingevolge klousule 10 toegestaan is, met walverlof wat ingevolge klousule 8 toegestaan is of met 'n tyd waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.
- (iii) 'n Werkgever van 'n verloftyd 'n dag geleentheidsverlof mag aftrek wat met volle betaling aan sy werknemer op dié se skriftelik versoek toegestaan is gedurende die diens-tyd waarop die jaarlikse verlof betrekking het.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) genoem, moet uiterlik die laaste werkdag voor die datum van die aanvang van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of daaropvolgende jaar diens by dieselfde werkgever eindig voordat die verloftyd in subklousule (1) genoem, opgeloopt het, moet, behalwe soos bepaal in die vierde voorbehoud by subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens drie-veertiende van die weekloon betaal word wat hy onmiddellik voor die datum van die beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het tot verlof ingevolge subartikel (1) en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrae betaal word waarvoor voorsiening by subklousules (1) en (4) gemaak is.

(6) Vir die toepassing van hierdie klousules moet die uitdrukking „-diens” beskou word as een wat 'n tydperk of tydperke insluit gedurende welke 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) ingevolge klousule 10 hiervan met siekteverlof of ingevolge klousule 8 hiervan met walverlof afwesig is;

wat tesame hoogstens 10 weke in 'n jaar of vyf weke in ses maande, al na die geval, beloop en dit neem 'n aanvang op die datum waarop die werknemer tot sy werkgever se diens toetree het of van die datum af waarop hierdie ooreenkoms van krag word, watter ook al die jongste is.

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to an employee's organisation: Provided that in the case of deductions for sick or provident funds in terms of the third proviso to clause 10 (1), the written consent of the employee need not be obtained.
- (b) Except where otherwise provided for in this Agreement whenever an employee is not at work a deduction of one-seventh of his weekly wage for each day of absence: Provided that if an employee, who has been absent from work or on annual leave in terms of clause 7 or sick leave in terms of clause 10 joins the trawler on which he is employed before 12 o'clock noon on any day no deduction may be made in respect of that day and if he joins the said trawler after 12 o'clock noon on any day a deduction of not more than one-fourteenth of the weekly wage may be made in respect of that day.
- (c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

7. ANNUAL LEAVE.

(1) (i) Subject to the provisions of sub-clause (2) an employer shall grant to his employee—

- (a) 9 days' leave on full pay in respect of each completed six months of employment with him; or
- (b) 18 days' leave on full pay in respect of each completed year of employment with him.

(ii) An employer and his employee may agree that annual leave be granted in terms of paragraphs (a) or (b) of sub-clause (i) of this clause.

(iii) The leave period shall be deemed to include either Christmas Day or New Year's Day in each year if it falls within the 9 or 18 days' leave period, as the case may be, provided that where such leave is taken at a time which will not permit of either such days being included, such period shall be reduced to 8 or 17 days, as the case may be, and Christmas Day or New Year's Day shall be granted as a paid holiday, in addition thereto. Dinsdag's Day shall not be a paid public holiday.

(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 one month of the completion of the six months' employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 10 or with shore leave granted in terms of clause 8 or with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) 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 terms of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any subsequent year 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 third proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than three-fourteenths of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 10 of this part or on shore leave in terms of clause 8 of this part,

amounting in the aggregate to not more than ten weeks in any year or five weeks in any six months, as the case may be, and shall be deemed to commence from the date such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. WALVERLOF.

(i) 'n Werkgewer moet sy werknemer walverlof met volle betaling soos volg toestaan:—

- (a) As 'n werknemer 'n volle week se loon by sy terugkoms na 'n reis verdien het, moet hy 42 uur walverlof toegestaan word.
- (b) As 'n werknemer by sy terugkoms na 'n reis tien dae se loon verdien het, moet hy 50 uur walverlof toegestaan word.
- (c) As 'n werknemer twee volle weke se loon (reis van 14 dae) verdien het, moet hy 67 uur walverlof toegestaan word.
- (d) Ingeval 'n reis minder as 'n volle week duur, kan die betrokke treiler vertrek sonder dat walverlof toegestaan is, op voorwaarde dat die reis wat so pas afgelê is en die reis wat juis moet begin, tesame as een reis gereken moet word vir die doel om walverlof te bereken soos voorgeskryf by subklousules (a), (b) en (c) van hierdie klousule en dat tyd wat in die dok gewag word, as werkyd beskou moet word; met dien verstande dat ingeval 'n treiler verplig is om na die hawe terug te keer na minder as 'n week op see as gevolg van 'n defek of ander onvoorsiene noodgeval buite die beheer van die werkgewer, moet walverlof slegs bereken word van die tyd af waarop die treiler weer see-toe vertrek.
- (e) As 'n reis tussen 'n gewone week en 10 betaaldae duur, is 'n werknemer geregtig tot ses uur walverlof per dag diens met 'n maksimum van 50 uur walverlof.
- (f) As 'n reis langer as 10 betaaldae duur maar minder as 14 dae, moet die werknemer 50 uur walverlof toegestaan word plus, ten opsigte van elke dag oor 10 dae, 'n bykomende vyf uur walverlof.

(ii) Geen treiler mag tussen die ure 10 nm. en 7 vm. vertrek nie, maar hierdie bepaling kan onderling deur skipper en werkgewer gewysig word.

9. GOEIE-VRYDAG.

(a) As dit nie onder gewone omstandighede van 'n werknemer vereis word om op Goenie-Vrydag te vertrek nie, moet die werkgewer hom verlof op daardie dag met volle betaling toestaan.

(b) As 'n werknemer op Goenie-Vrydag op see is of met walverlof, moet die werkgewer hom in plaas van 'n dag se verlof, benewens sy loon, 'n ekstra dag se loon op sy volgende betaaldag betaal.

10. SIEKTEVERLOF.

(i) 'n Werkgewer moet aan sy werknemer wat na een maand diens by hom, van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, altesaam twee weke siekteverlof toestaan gedurende 'n diensjaar en moet hom ten opsigte van 'n diensydeperk van afwesigheid ingevolge die bepalinge hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tyd gewerk het; met dien verstande dat as 'n mediese praktisyn binne redelike afstand van die werkplek van die werknemer woon, die werkgewer die voorlegging van 'n sertifikaat kan eis, getekend deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die werknemer se siekte vermeld ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, en waar daar geen mediese praktisyn binne redelike afstand van die werknemer se woonplek woon nie, kan die werkgewer van die werknemer vereis om hom met ander redelike bewyse te oortuig dat sy afwesigheid van werk die gevolg was van siekte ingevolge hierdie klousule; voorts met dien verstande dat 'n doktersertifikaat nie verlang kan word ten opsigte van siekte op see nie; met dien verstande verder dat as daar ingevolge 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n geregistreerde vakvereniging, 'n siektebystand, of voorsieningsfonds bestaan of gestig gaan word waartoe die werkgewer ten opsigte van elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat deur elkeen van daardie werknemers betaal moet word, en uit welke fonds 'n werknemer ingeval van afwesigheid van werk weens siekte of ongeval, (behalwe 'n ongeval waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is), geregtig is om altesaam in 'n jaar ten opsigte van die afwesigheid 'n bedrag te ontvang van minstens die bedrag gelyk aan sy volle loon vir twee weke ten opsigte van die afwesigheid onder omstandighede wat wesenlik nie minder gunstig as hierdie bepalinge is nie, die bepalinge van hierdie klousule nie van toepassing is nie.

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

11. BESKERMENDE KLERE.

In plaas van beskermende klere te verskaf, moet 'n werkgewer, terselfdertyd wanneer hy hul besoldiging betaal, aan skippers, stuurmanne en hoofingenieurs 'n bedrag van 5s, betaal ten opsigte van elke week gewerk.

12. BEDDEGOED.

Terselfdertyd wanneer hy hulle hul besoldiging betaal moet 'n werkgewer sy skipper, stuurmanne en hoofingenieur van 'n geskikte matras en oortrek, kussing en drie komberse voorsien en in plaas van beddegoed te verskaf, bv. dekens, lakens, kussingslopes en handdoeke en die was daarvan, benewens hul loon, die bedrag van 5s, betaal ten opsigte van elke week gewerk.

8. SHORE LEAVE.

(i) An employer shall grant to his employees the following shore leave on full pay:—

- (a) Where an employee has earned a full week's pay on his return from a trip, he shall be granted a 42-hour period of shore leave.
- (b) Where an employee on his return from a trip has earned 10 days' pay, he shall be granted 50 hours shore leave.
- (c) Where an employee has earned two completed weeks' pay (14-day trip) he shall receive 67 hours' shore leave.
- (d) Where any trip is less than a full week the trawler concerned may leave without any period of shore leave being granted, on condition that the trip just completed and the trip about to commence shall together count as one trip for the purpose of calculating shore leave as prescribed in sub-clause (a) and (b) and (c) of this clause, and that any period of waiting in dock shall count as working time, provided that where a trawler is compelled to return to port after less than a week at sea owing to breakdown or to other unforeseen emergency beyond the control of the employer, shore leave shall then be calculated only as from the time the trawler again puts to sea.
- (e) Where a trip lasts between a normal week and ten pay-days, an employee shall be entitled to six hours' shore leave per day of employment with a maximum of 50 hours' shore leave.
- (f) Where a trip is in excess of ten pay-days, but less than 14 days, the employee shall receive 50 hours' shore leave, plus in respect of each day in excess of ten days, an additional amount of five hours' shore leave.

(ii) No trawler shall sail between the hours of 10 p.m. and 7 a.m., but this provision may be mutually varied between the skipper and the employer.

9. GOOD FRIDAY.

(a) Where an employee is normally required to sail on Good Friday the employer shall grant him leave on that day on full pay.

(b) Where an employee is at sea or on shore leave on Good Friday, the employer shall in lieu of granting one day's leave pay his employee in addition to his wage an extra one-day's pay on his next pay-day.

10. SICK LEAVE.

(i) An employer shall grant to his employee, after one month's employment with him, who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave in the aggregate during any one year of employment and shall pay to him in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that when a medical practitioner is resident within reasonable distance of the place of employment of such employee the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness in respect of each period of absence for which payment is claimed and where no medical practitioner is resident within reasonable distance of the place of employment of such employee, the employer may require the employee to satisfy him by other reasonable evidence that his absence from work was due to sickness in terms of this clause: Provided further that a medical certificate shall not be required in the case of illness at sea: Provided further that where there exists or may be established by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount payable by each such employee and out of which fund an employee is in case of absence from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941) entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence under conditions substantially not less favourable than those herein prescribed, the terms of this clause shall not apply.

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

11. PROTECTIVE CLOTHING.

An employer shall in lieu of supplying protective clothing, pay to his skippers, mates and chief engineers, in addition to the wage, the sum of five shillings in respect of each week worked, at the same time as he pays them their remuneration.

12. BEDDING.

An employer shall provide his skippers, mates and chief engineers with a suitable mattress and cover, pillow and three blankets and shall in lieu of supplying bedding, e.g. counterpanes, sheets, pillowslips and towels and the laundering thereof, in addition to their wage pay the sum of five shillings in respect of each week worked at the same time as he pays them their remuneration.

13. VISGEREI.

'n Werkgewer moet sy werknemer, behalwe 'n werknemer wat uitsluitlik of hoofsaaklik in diens is in verband met lyn-visvangs, kosteloos van alle nodige visgerei en takel voorsien, maar die gerei en takel bly die eiendom van die werkgewer en mag nie sonder magtiging van die werkgewer se werkplek verwyder word nie.

14. VERBOD OP DIE IN DIENS HÊ VAN PERSONE ONDER VYFTIEN JAAR.

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

15. DIENSSERTIFIKAAT.

By diensbeëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n werknemer wat geregtig is tot 'n ontslagsertifikaat deur 'n rederyvertegenwoordiger uitgereik, moet 'n werkgewer die werknemer voorsien van 'n dienssertifikaat waarop die name van die werkgewer en werknemer voluit getoon word, die aard van die diens, die datum van die aanvang en beëindiging van die kontrak en die loonskaal op die datum van die diensbeëindiging.

A. F. STRAUSS,
Voorsitter.

H. W. KLERCK,
Sekretaris.

PHIL WHITE,
Gemagtigde Werkgewers-
vertegenwoordiger.

W. KIPPS,
Gemagtigde Werkgewers-
vertegenwoordiger.

A. ASTLE,
Gemagtigde Werknemers-
vertegenwoordiger.

H. JONES,
Gemagtigde Werknemers-
vertegenwoordiger.

Kaapstad, 8 Mei 1950.

13. FISHING TACKLE.

An employer shall supply his employee, other than an employee engaged wholly or mainly in line-fishing, with all requisite fishing gear and tackle free of charge, but such gear and tackle shall remain the property of the employer and shall not be removed from the employee's place of employment except on the authority of the employer.

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

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

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than an employee entitled to a discharge certificate issued by a shipping master, 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.

A. F. STRAUSS,
Chairman.

H. W. KLERCK,
Secretary.

PHIL WHITE,
Authorised Representative
(Employers).

W. KIPPS,
Authorised Representative
(Employers).

A. ASTLE,
Authorised Representative
(Employees).

H. JONES,
Authorised Representative
(Employees).

Cape Town, 8th May, 1950.

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