

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA
Government Gazette
Staatskoerant
VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the Post Office as a Newspaper.]

[As 'n Nuisblad by die Poskantoor Geregistreer.]

VOL. CLXIV.] PRICE 6d. PRETORIA, 15 JUNE 1951. PRYS 6d. [No. 4631.]

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1494.]

[15 June 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

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

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which 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 3 (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 sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 16 (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 3 (three) years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the municipal area of Durban and the Magisterial District of Pinetown; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Durban and the Magisterial District of Pinetown and from the second Monday after the date of publication of this notice and for the period ending 3 (three) years from the said second Monday, the provisions contained in clauses 3 to 16 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such 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.

P. O. SAUER,
Acting Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1494.]

[15 Junie 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

**KUNSMISVERVAARDIGINGSNYWERHEID,
DURBAN EN PINETOWN.**

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Kunsmisvervaardigingsnywerheid, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 3 (drie) jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vakvereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 16 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 3 (drie) jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Durban en die magistraatsdistrik Pinetown; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 16 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 3 (drie) jaar vanaf die genoemde tweede Maandag in die munisipale gebied Durban en die magistraatsdistrik Pinetown, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordomskeywing van die uitdrukking „werknemer” vervat in artikel een van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FERTILIZER
MANUFACTURING INDUSTRY, DURBAN.

AGREEMENT

made and entered into between the

Fertilizer Employers' Association
(hereinafter referred to as the "employers" or the "employers' organization"), 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.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 1937, 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, 1937;
- "assistant foreman" means an employee other than a supervisor, chargehand, induna or boss boy who assists a foreman in the performance of his duties and/or who carries out the duties of a foreman during his absence;
- "bag marking machine operator" means an employee in charge of a bag printing machine;
- "bag machinist" means an employee who operates a bag closing or bag patching machine;
- "belt attendant" means an employee who watches conveyor belts carrying fertilizer and who may move a throw-off carriage or shuttle conveyor by hand;
- "boiler attendant" means an employee who is engaged in firing boilers and who is responsible for maintaining the water levels and steam pressure in a boiler;
- "casual employee" means an employee who is employed by the same employer for not more than three days in any week;
- "charge hand or boss boy" means an employee who, under the supervision of a foreman, assistant foreman, mechanic or supervisor, is in charge of a gang of labourers;
- "clerical employee" means an employee, other than a factory clerk, who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work;
- "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;
- "continuous service" means the period of employment with the employer, inclusive of any period during which an employee—

- (a) is on annual leave in terms of clause 7; or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on instructions or at the request or permission of the employer; or
- (d) is absent from work owing to illness not exceeding in the aggregate a period of two weeks in any one year or by reason of the prohibition contained in subsection (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, registered in terms of the Industrial Conciliation Act, 1937;

"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 in which such experience was gained;

BYLAE.

NYWERHEIDSRAAD VIR DIE KUNSMISNYWERHEID,
DURBAN.

OOREENKOMS

gesluit deur die

"Fertilizer Employers' Association"
(hierna genoem "die werkgewers", of "die werkgewersorganisasie"), aan die een kant, en die

"Fertilizer Industry Employees' Union"
(hierna genoem "die werknemers", of "die vakvereniging"), aan die ander kant,

wat partye is by die Nywerheidsraad vir die Kunsmisnywerheid, Durban.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

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

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasstel en bly van krag vir drie jaar of vir 'n termyn wat deur hom vasgestel kan word.

3. WOORDBEPALINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebruyk word, en in die Nywerheids-versoeningswet, 1937, bepaal is, dieselfde betekenis as in daardie Wet, en elke verwysing na 'n wet sluit elke wysiging daarvan in; woorde wat die manlike geslag aandui, sluit vrouens in; voorts, tensy strydig met die samehang, beteken:—

- "Wet", die Nywerheids-versoeningswet, 1937;
- "assistent-voorman", 'n werknemer, behalwe 'n opsigter, onderbaas, indoea of baasjong, wat die voorman help by die verrigting van sy taak en/of in afwesigheid van 'n voorman sy werk waarneem;
- "bediener van sakmerkmasjien", 'n werknemer wat verantwoordelik vir 'n sakdrukmasjien is;
- "sakmasjinis", 'n werknemer wat 'n saktoemaak- of sakherstelmasjien bedien;
- "bediener van vervoerbande", 'n werknemer wat vervoerbande vir die vervoer van kunsmis bedien en wat 'n afskuiwerwa of dwarsvervoerband, met die hand kan bedien.
- "ketelbediener", 'n werknemer wat stoomketels stook en wat daarvoor verantwoordelik is om die waterstand en stoomdruk in 'n stoomketel op peil te hou;
- "los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- "onderbaas of baasjong", 'n werknemer wat onder toesig van 'n voorman, assistent-voorman, werktuigkundige of opsigter in beheer is oor 'n ploeg arbeiders;
- "klerklike werknemer", 'n werknemer, behalwe 'n fabrieksklerk, wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of 'n ander vorm van klerklike werk verrig;
- "klerklike werknemer, gekwalifiseer, manlik", 'n manlike klerklike werknemer met minstens vyf jaar ervaring;
- "klerklike werknemer, ongekwalifiseer, manlik", 'n manlike klerklike werknemer met minder as vyf jaar ervaring;
- "klerklike werknemer, gekwalifiseer, vroulik", 'n vroulike klerklike werknemer met minder as vier jaar ervaring;
- "onafgebroke diens", die tydperk van diens by die werkgewer, met inbegrip van elke tydperk wat 'n werknemer—

- (a) met jaarlikse verlof kragtens klousule 7 is; of
- (b) vredesopleiding kragtens die Zuid Afrika Verdedigingswet, 1912, ondergaan; of
- (c) op las of op versoek of met toestemming van die werkgewer van sy werk afwesig is; of
- (d) van sy werk afwesig is weens siekte wat altesame nie 'n tydperk van twee weke in 'n jaar mag oorskry nie, of weens die verbod soos vervat in subartikel (1) van artikel drie-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941; of
- (e) van sy werk afwesig is weens besering op werk;

"Raad", die Nywerheidsraad vir die Kunsmisnywerheid, Durban, geregistreer kragtens die Nywerheids-versoeningswet, 1937;

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

- (a) 'n klerklike werknemer, die totale tydperk of tydperke van die werknemer se diens as 'n klerklike werknemer, afgesien van die bedryf waarin die ervaring opgedoen is;

(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 occupation in which he is employed in the Fertilizer Industry;

"extractor shiftsman" means an employee who, under the direction of a foreman or engineer is in charge of a shift on extraction plant and the labour thereon;
 "extractor shiftsman, qualified," means an extractor shiftsman who has been in charge for more than 250 shifts;
 "extractor shiftsman, unqualified," means an extractor shiftsman who has been in charge for less than 251 shifts;
 "factory clerk" means an employee, other than a clerical employee who, under the supervision of a foreman, assistant foreman, or clerical employee, performs one or more of the following duties:—

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

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

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

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

"Fertilizer Industry" means the industry in which employers and employees are associated for the purpose of manufacturing fertilizer as defined herein, together with all processes incidental to such manufacture;

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

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

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

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

(b) elke ander werknemer vir wie 'n opgaande loonskaal in k'lousule 4 (1) van die Ooreenkoms voorgeskryf word, die totale tydperk of tydperke van die werknemer se diens in die werksaamheid waarin hy in die kunsmisnywerheid in diens is;

"ekstraktor-skofwerker", 'n werknemer wat onder aanwysing van 'n voorman of ingenieur in beheer is van 'n skof op die ekstraksie-installasie en die arbeiders daarby;

"ekstraktor-skofwerker, gekwalifiseer," 'n ekstraktor-skofwerker wat vir meer as 250 skofte in beheer was;

"ekstraktor-skofwerker, ongekwalifiseer," 'n ekstraktor-skofwerker wat vir minder as 251 skofte in beheer was;

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

- (a) Etikette uitreik;
- (b) nasien, natel, weeg of besonderhede van trekke aanteken;
- (c) goedere nasien, weeg (behalwe op 'n gestelde skaal) of meet;
- (d) aantekening hou van die tye wat deur werknemers gewerk word;
- (e) aantekening hou van stukwerkverdiensie;
- (f) vertolk of vertaal van naturelletale;
- (g) aantekening hou van besonderhede van rekvisities vir die uitreiking van gereedskap of uitrusting;

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

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

"kunsmis", elke stof wat as chemiese bestanddeel daarvan bevat, of waarvan beweer word dat dit bevat, stikstof, fosforoksied, potas of kalk in 'n vorm of samestelling vir plantvoedsel en wat verkoop word of bestem is om verkoop te word vir die doel van bemesting van die grond, of verskaffing van voedsel aan plante; maar nie werf- of stalmis, kraalmis en kraalmis, straatmis of nagvuil nie;

"kunsmisnywerheid", die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van die vervaardiging van kunsmis soos hierin bepaal, tesame met al die prosesse wat by daardie vervaardiging behoort;

"voorman", 'n werknemer, behalwe 'n ekstraktor-skofwerker, opsigter, onderbaas, indoeana of baasjong, wat in beheer van die werknemers in 'n fabriek is en wat oor daardie werknemers kontrole uitoefen en wat verantwoordelik is vir hul doeltreffende verrigting van hul werk;

"arbeider", 'n werknemer wat een of meer van die volgende werksaamhede of pligte vervul:—

- (1) Verplaas, dra, stapel of optel;
- (2) laai of aflaai;
- (3) persele, installasie, masjinerie, gereedskap, instrumente, gerei of voertuie of ander artikels skoonmaak;
- (4) masjiene voer of daarvan afneem, tenks of vate vul of aftap;
- (5) masjinerie of voertuie, maar nie elektriese opwekkingsmasjinerie en motorvoertuie nie, olie of smeer;
- (6) deure (behalwe deure van vate), kiste, bale, dromme of sakke oopmaak of toemaak (behalwe met masjinerie), maar met uitsondering van toemaak deur te solder;
- (7) onder toesig krane en kleppe oopmaak en toemaak;
- (8) dromme in kartonhouers verpak;
- (9) kartonne of kartonhouers oopmaak, inmekaarsit 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, brandmerk of sjabloneer;
- (13) etikette aan bale, kiste, sakke dromme of kratte, of ander houers bevestig;
- (14) afval uitsoek;
- (15) nagemmers verwyder;
- (16) draad, tou of goingsak met die hand sny;
- (17) vure maak en aan die brand hou en/of afval of as verwyder, maar nie 'n ketelbediener nie;
- (18) help op afloweringswaens, maar nie bestuur nie;
- (19) op 'n gestelde skaal afweeg;
- (20) 'n handvoertuig stoot of trek;
- (21) boodsappe, briewe of goedere te voet of met 'n fiets (nie 'n motorfiets nie) of handvoertuig aflêwer;
- (22) diere versorg en/of of inspan;
- (23) onder toesig tuinmaak, skoffel, hark, graaff, sny en plant;
- (24) rantsone kook, tee of ander drank maak;
- (25) 'n goederehyser of handystoestel bedien;
- (26) alle soorte geboue, mure of bouwerke witkalk;
- (27) met pik en graaf werk;
- (28) buitebande en binnebande wat op kruitwaens of fietse gebruik moet word, herstel;
- (29) kunsmissoorte en/of plaasvoedsels met die hand vermeng;
- (30) dromme verf;

- (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;

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

"maintenance man" means an employee who, under the supervision of an engineer, foreman, assistant foreman, or mechanic is engaged in making minor repairs and adjustments to machinery and plant, and general repairs and maintenance to site, buildings and equipment and the making of small accessories appertaining thereto;

"mechanic or engineer" means an employee who is a skilled tradesman or artisan;

"mechanical shovel driver" means an employee who drives and attends a mechanical shovel;

"piece-work or task-work" means any system under which an employee's remuneration is based on the quantity or output of work done;

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

"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;

"watchman" means an employee engaged in guarding premises, or property.

4. REMUNERATION.

(1) The minimum rates at which remuneration shall be paid by any employer to each member of the undermentioned classes of employee shall be as follows:—

	Per Week. £ s. d.
Grade 1.	
Foreman	8 0 0
Clerical employee, qualified, male	5 19 5
Clerical employee, qualified, female	3 8 7
Mechanic or engineer	7 9 6
Grade 2.	
Assistant foreman—	
during first year of experience	5 0 0
during second year of experience	5 10 0
during third year of experience	6 0 0
thereafter	6 10 0
Clerical employee, unqualified, male—	
during first year of experience	1 15 7
during second year of experience	2 10 10
during third year of experience	3 7 5
during fourth year of experience	4 3 9
during fifth year of experience	5 1 7
Clerical employee, unqualified, female—	
during first year of experience	1 15 7
during second year of experience	2 0 8
during third year of experience	2 8 3
during fourth year of experience	2 18 5
Extractor shiftsman, qualified	5 11 2
Grade 3.	
Extractor shiftsman, unqualified—	
commencing rate	4 12 0
after 50 shifts	4 15 10
after 100 shifts	4 19 8
after 150 shifts	5 3 6
after 200 shifts	5 7 4
after 250 shifts	5 11 2
Maintenance man	3 10 0
Supervisor, qualified	3 0 0
Factory clerk, qualified	3 0 0
Grade 4.	
Supervisor, unqualified—	
during first six months of experience	2 0 0
during second six months of experience	2 5 0
during third six months of experience	2 10 0
Factory clerk, unqualified—	
during first six months of experience	2 0 0
during second six months of experience	2 5 0
during third six months of experience	2 10 0

- (31) sakke met die hand uitsoek, uitskud en/of herstel;
 (32) brandstof voorberei, dra en in oonde stook;
 (33) hout, bene en/of ander materiaal fyn kap;
 (34) uitsoek;
 (35) mortel, beton of klip met die hand meng; klip, beton, grond of sand losmaak, uithaal, opbreek of spreid;
 (36) bottels, sakke of ander houers was;
 (37) 'n handsif bedien;
 (38) bokseile opsit en/of afhaal;

"masjienbediener", 'n werknemer wat 'n kraggedrewe masjien bedien, versorg, aansit en stopsit en wat klein herstellings of verstellings daaraan kan uitvoer, maar sluit nie 'n werknemer, wat uitsluitlik die masjien voer, in nie;

"instandhouer", 'n werknemer wat onder toesig van 'n ingenieur, voorman, assistent-voorman of werktuigkundige klein herstellings of verstellings aan masjinerie en installasie, en algemene herstellings aan en onderhoud van terrein, geboue en uitrustings verrig, en wat klein onderdele wat daarby behoort maak;

"werktuigkundige of ingenieur", 'n werknemer wat 'n geskoolde ambagsman of vakman is;

"bediener van masjienskop", 'n werknemer wat 'n masjienskop bedien en versorg;

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

"korttyd", 'n tydelike vermindering van die getal gewone werke as gevolg van slapte in die bedryf tekort aan grondstowwe, of 'n onklaarraking van installasie, of masjinerie was veroorsaak word deur ongeluk, of ander onvoorziene noodgeval;

"opsigter", 'n werknemer wat op aanwysing van 'n voorman, of assistent-voorman die opsig hou oor sakmasjinite, bedieners van tabletmasjiene, onderbase, of baasjongs en wat toesig kon hou oor arbeiders wat die materiale vir die nywerheid vervaardig en/of hanteer;

"opsigter, gekwalifiseer", 'n opsigter met minstens agtien maande ervaring;

"opsigter, ongekwalifiseer", 'n opsigter met minder as agtien maande ervaring;

"bediener van tabletmasjien", 'n werknemer wat 'n kragmasjien aansit en stopsit en wat daardie masjien kan voer, of daarvan afneem;

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

4. BESOLDIGING.

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

	Per week. £ s. d.
Graad 1.	
Voorman	8 0 0
Klerklike werknemer, gekwalifiseer, manlik	5 19 5
Klerklike werknemer, gekwalifiseer, vroulik	3 8 7
Werkuigkundige of ingenieur	7 9 6
Graad 2.	
Assistent-voorman—	
gedurende eerste jaar ervaring	5 0 0
gedurende tweede jaar ervaring	5 10 0
gedurende derde jaar ervaring	6 0 0
daarna	6 10 0
Klerklike werknemer, ongekwalifiseer, manlik—	
gedurende eerste jaar ervaring	1 15 7
gedurende tweede jaar ervaring	2 10 10
gedurende derde jaar ervaring	3 7 5
gedurende vierde jaar ervaring	4 3 9
gedurende vyfde jaar ervaring	5 1 7
Klerklike werknemer, vroulik, ongekwalifiseer—	
gedurende eerste jaar ervaring	1 15 7
gedurende tweede jaar ervaring	2 0 8
gedurende derde jaar ervaring	2 8 3
gedurende vierde jaar ervaring	2 18 5
Ekstraktor-skofwerke, gekwalifiseer	5 11 2
Graad 3.	
Ekstraktor-skofwerker, ongekwalifiseer—	
aanvangsloon	4 12 0
na 50 skofte	4 15 10
na 100 skofte	4 19 8
na 150 skofte	5 3 6
na 200 skofte	5 7 4
na 250 skofte	5 11 2
Instandhouer	3 10 0
Opsigter, gekwalifiseer	3 0 0
Fabrieksklerk, gekwalifiseer	3 0 0
Graad 4.	
Opsigter, ongekwalifiseer—	
gedurende eerste ses maande ervaring	2 0 0
gedurende tweede ses maande ervaring	2 5 0
gedurende derde ses maande ervaring	2 10 0
Fabrieksklerk, ongekwalifiseer—	
gedurende eerste ses maande ervaring	2 0 0
gedurende tweede ses maande ervaring	2 5 0
gedurende derde ses maande ervaring	2 10 0

	Per week.
	£ s. d.
Grade 5.	
Chargehand or boss boy	1 17 6
Induna	1 17 6
Boiler attendant	1 18 0
Mechanical shovel driver	1 18 0
Machine attendant	1 16 3
Night watchman	1 14 0
Day watchman	1 12 6
Bag marking machine operator	1 13 6
Bag machinist	1 13 6
Tablet machine operator	1 13 6
Belt attendant	1 13 6
Grade 6.	
Labourer, aged 18 years and over	1 10 0
Labourer, under 18 years of age	1 3 0
Employees not elsewhere specified	1 12 6

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 Allowances.*—Notwithstanding anything elsewhere provided for in this Schedule, each employee for whose class of work a minimum wage is fixed in clause 4 (1) shall, in addition to 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 minimum rate of remuneration prescribed for his class of work in clause 4 (1).

(3) *Casual Employee.*—A casual employee shall be paid at the rate prescribed for his class of occupation plus 10 per cent.

(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) *Cost of Living Allowance.*—(a) A married male employee other than grade 5 or 6 employees shall be paid a cost of living allowance in accordance with the following scale:—

Where the employee's gross ordinary weekly remuneration excluding overtime and Sunday work is—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Above £2, but not exceeding £2. 5s....	1 2 5	4 17 2
Above £2. 5s., but not exceeding £2. 10s.	1 4 0	5 4 0
Above £2. 10s., but not exceeding £2. 15s.	1 5 8	5 11 3
Above £2. 15s., but not exceeding £3....	1 6 5	5 14 6
Above £3, but not exceeding £3. 5s....	1 7 3	5 18 1
Above £3. 5s., but not exceeding £3. 10s.	1 8 0	6 1 4
Above £3. 10s., but not exceeding £3. 15s.	1 8 10	6 4 11
Above £3. 15s., but not exceeding £4....	1 9 8	6 8 7
Above £4, but not exceeding £4. 5s....	1 10 5	6 11 10
Above £4. 5s., but not exceeding £4. 10s.	1 11 3	6 15 5
Above £4. 10s., but not exceeding £4. 15s.	1 12 0	6 18 8
Above £4. 15s., but not exceeding £5....	1 12 10	7 2 3
Above £5, but not exceeding £5. 5s....	1 13 8	7 5 11
Above £5. 5s., but not exceeding £5. 10s.	1 14 5	7 9 2
Above £5. 10s., but not exceeding £5. 15s.	1 15 3	7 12 9
Above £5. 15s., but not exceeding £6....	1 16 0	7 16 0
Above £6, but not exceeding £6. 5s....	1 16 10	7 19 7
Above £6. 5s., but not exceeding £6. 10s.	1 17 8	8 3 3
Above £6. 10s., but not exceeding £6. 15s.	1 18 5	8 6 6
Above £6. 15s., but not exceeding £7....	1 19 3	8 10 1
Above £7, but not exceeding £7. 5s....	2 0 0	8 13 4
Above £7. 5s., but not exceeding £7. 10s.	2 0 10	8 16 11
Above £7. 10s., but not exceeding £7. 15s.	2 1 8	9 0 7
Above £7. 15s., but not exceeding £8....	2 2 5	9 3 10
Above £8, but not exceeding £14.....	2 4 0	9 10 8

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

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

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 goods from him or from any shop nominated by him.

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

	Per Week.
	£ s. d.
Graad 5.	
Onderbaas of baasjong	1 17 6
Indoena	1 17 6
Ketelbediener	1 18 0
Bediener van masjienskop	18 0
Masjiensbediener	1 16 3
Nagwag	1 14 0
Dagwag	1 12 6
Bediener van sakmerkmasjiens	1 13 6
Sakmasjiens	1 13 6
Bediener van tabletmasjiens	1 13 6
Bediener van vervoerbande	1 13 6
Graad 6.	
Arbeider van 18 jaar en ouer	1 10 0
Arbeider onder 18 jaar oud	1 3 0
Werknemers nie elders gespesifiseer nie	1 12 6

met dien verstande dat hierdie subklousule nie die uitwerking het van die loon, wat 'n werknemer op die datum van inwerking-treding van hierdie Ooreenkoms trek, te verlaag nie.

(2) *Toelaes vir lang diens.*—Ondanks enigiets in hierdie ahangsel bepaal, moet elke werknemer vir wie se klas werk 'n minimum loon in klousule 4 (1) vasgestel word, bo en behalwe sy gewone loon 'n toelaes vir lang diens ooreenkomstig die volgende beginsel betaal word:—

- Na 5 jaar onafgebroke diens, 2½ persent;
- Na 10 jaar onafgebroke diens, 5 persent;
- Na 15 jaar onafgebroke diens, 7½ persent;
- Na 20 jaar onafgebroke diens, 10 persent;
- van die minimum skaal van besoldiging soos in klousule 4 (1) vir sy klas voorgeskryf.

(3) *Los werknemer.*—'n Los werknemer moet betaal word teen die skaal soos vir sy klas werk voorgeskryf, plus 10 persent.

(4) *Differensiële lone.*—'n Werknemer, behalwe 'n los werknemer van wie vereis of wat toegelaat word om op 'n dag meer as 60 minute twee of meer soorte werk te verrig waarvoor verskillende loonskale voorgeskryf is, moet vir al die ure wat op daardie dag gewerk word, teen die hoër of hoogste van daardie verskillende minimum lone betaal word.

(5) *Lewenskostoelae.*—(a) 'n Getroude manlike werknemer, behalwe graad 5 of graad 6 werknemers, moet lewenskostoelae ooreenkomstig die volgende skaal betaal word:—

As die werknemer se bruto gewone weeklikse besoldiging sonder oortyd- en Sondagwerk, die volgende is:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Meer as £2, maar nie meer as £2. 5s. nie....	1 2 5	4 17 2
Meer as £2. 5s., maar nie meer as £2. 10s. nie.	1 4 0	5 4 0
Meer as £2. 10s., maar nie meer as £2. 15s. nie	1 5 8	5 11 3
Meer as £2. 15s., maar nie meer as £3 nie...	1 6 5	5 14 6
Meer as £3, maar nie meer as £3. 5s. nie....	1 7 3	5 18 1
Meer as £3. 5s., maar nie meer as £3. 10s. nie.	1 8 0	6 1 4
Meer as £3. 10s., maar nie meer as £3. 15s. nie	1 8 10	6 4 11
Meer as £3. 15s., maar nie meer as £4 nie....	1 9 8	6 8 7
Meer as £4, maar nie meer as £4. 5s. nie....	1 10 5	6 11 10
Meer as £4. 5s., maar nie meer as £4. 10s. nie	1 11 3	6 15 5
Meer as £4. 10s., maar nie meer as £4. 15s. nie	1 12 0	6 18 8
Meer as £4. 15s., maar nie meer as £5 nie....	1 12 10	7 2 3
Meer as £5, maar nie meer as £5. 5s. nie...	1 13 8	7 5 11
Meer as £5. 5s., maar nie meer as £5. 10s. nie.	1 14 5	7 9 2
Meer as £5. 10s., maar nie meer as £5. 15s. nie	1 15 3	7 12 9
Meer as £5. 15s., maar nie meer as £6 nie...	1 16 0	7 16 0
Meer as £6, maar nie meer as £6. 5s. nie....	1 16 10	7 19 7
Meer as £6. 5s., maar nie meer as £6. 10s. nie.	1 17 8	8 3 3
Meer as £6. 10s., maar nie meer as £6. 15s. nie	1 18 5	8 6 6
Meer as £6. 15s., maar nie meer as £7 nie...	1 19 3	8 10 1
Meer as £7, maar nie meer as £7. 5s. nie....	2 0 0	8 13 4
Meer as £7. 5s., maar nie meer as £7. 10s. nie.	2 0 10	8 16 11
Meer as £7. 10s., maar nie meer as £7. 15s. nie	2 1 8	9 0 7
Meer as £7. 15s., maar nie meer as £8 nie...	2 2 5	9 3 10
Meer as £8, maar nie meer as £14 nie.....	2 4 0	9 10 8

(b) Alle ander werknemers wat nie in paragraaf (a) genoem word nie, moet 'n lewenskostoelae ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word.

(c) As betalings kragtens subparagraaf (a) minder is as die lewenskostoelae wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, betaalbaar is, moet toelaes ooreenkomstig die Oorlogsmaatreël-toelae betaal word.

5. BETALING VAN BESOLDIGING.

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

(2) *Premies.*—Geen betaling vir diensverskaffing aan, of opleiding van 'n werknemer, mag regstreks of onregstreks aan 'n wergewer gedoen of deur hom aangeneem word nie.

(3) *Aankoop van goedere.*—'n Wergewer kan nie van sy werknemer vereis om van hom of van 'n winkel wat deur hom aangewys word, goedere te koop nie.

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

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

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

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

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

provided that the amount to be deducted for food may be increased on the authority of the Department of Labour.

(e) In the case of an employee other than an employee referred to in paragraph (d) a rental to be agreed upon between the employer and employee subject to a maximum rental of £12 per month; in the event of the employer and employee being unable to agree to the amount of the rental, the question shall be referred to the Council who shall determine the amount to be deducted.

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

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

(b) 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 it 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 9½ 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 shall be deemed to be continuous.

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

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) shall be deemed to be overtime.

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

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

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

- to work between 6 o'clock p.m. and 6 o'clock a.m.;
- to work after 1 o'clock p.m. on more than five days in any week;
- to work overtime for more than two hours on any day or for more than three consecutive days;
- to work overtime on more than sixty days in any year;
- to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal before the commencement of such overtime; or
- paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(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 excluding cost of living allowance.

(5) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgever nie van sy werknemer vereis om van hom of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(6) *Boetes en kortings.*—'n Werkgever kan nie van sy werknemer boetes hef of kortings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, kortings vir verlof-, siekte, versekering, voorsorg- pensioen-fondse of vakverenigingledegeld;
- as 'n werknemer van sy werk wegbly, 'n eweredige bedrag vir die tydperk van daardie afwesigheid;
- korting van elke bedrag wat 'n werkgever kragtens 'n wet, of 'n order van 'n bevoegde hof verplig is of toegestaan word om af te trek;
- as 'n werknemer wie se basiese loon nie meer as £2. 10s. per week bedra nie, toestem om van sy werkgever kos en/of huisvesting aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Kos	0 4 0	0 17 4
(ii) Huisvesting	0 2 0	0 8 8
(iii) Kos en huisvesting	0 6 0	1 6 0

met dien verstande dat die bedrag van korting vir kos met magtiging van die Departement van Arbeid verhoog kan word;

(e) In die geval van 'n werknemer, behalwe 'n werknemer wat in paragraaf (d) genoem word, 'n huishuur waarop tussen die werkgever en werknemer ooreengekom word, maar onderworpe aan 'n maksimum van £12 per maand; ingeval 'n werkgever en werknemer nie betreffende die huursom tot ooreenstemming kan kom nie, moet die saak na die Raad verwys word wat dan die bedrag wat afgetrek moet word, moet vaststel.

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

(1) (a) Die gewone werkure van alle werknemers is 46 uur per week en alle diens bo daardie getal ure word as oortydure gereken.

(b) Die normale werkure is 8 uur en 12 minute per dag van Maandag tot en met Vrydag en 5 uur op Saterdag: Met dien verstande, ewewel, dat die werkgever—na sy keuse—van al sy werknemers of dié werknemer wat hy kan bepaal, kan vereis om 9 uur en 12 minute per dag elke week van Maandag tot en met Vrydag te werk. Alle diens bo bogenoemde ure word as oortydure gereken.

(2) *Los werknemer.*—Die gewone werkure op 'n dag is vir 'n los werknemer nie meer as 8½ uur in 'n sesdaagse week en 9½ uur in 'n vyfdaagse week nie.

(3) *Etensonderbrekings.*—'n Werkgever kan nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk nie, sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie en dié onderbreking word nie as deel van die gewone werkure of oortydure gereken nie: Met dien verstande dat—

- as die onderbreking langer as een uur duur, alle tyd oor een-en-eenkwart uur as gewone werkure gereken word;
- werktydperke onderbreek deur 'n pouse van minder as een uur, as aaneenlopend gereken word;

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

(5) *Oortydure.*—Alle tyd wat oor die getal ure wat ten opsigte van 'n dag of 'n week, in subklousules (1) en (2) voorgeskryf, gewerk word, word as oortydure gereken.

(6) *Beperking van oortydwerk.*—'n Werkgever kan nie van sy werknemer vereis of hom toelaat om oortyd soos volg te werk nie:—

- Meer as drie uur op 'n dag.
- Meer as tien uur in 'n week.

(7) *Vroulike werknemer.*—'n Werkgever kan nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

- tussen 6 nm. en 6 vm.;
- op meer as vyf dae in 'n week na 1 nm.;
- meer as twee uur oortyd op 'n dag of oortyd op meer as drie agtereenvolgende dae;
- meer as 60 dae in 'n jaar oortyd;
- na voltooiing van haar gewone werkure op 'n dag, meer as een uur oortyd tensy hy—

- daardie werknemer voor twaalfuur middag daarvan in kennis gestel het; of
- daardie werknemer voor die aanvang van daardie oortydwerk 'n voldoende ete verskaf het; of
- daardie werknemer betyds een sjieling en ses pennies betaal het om 'n maaltyd te nuttig voordat daardie oortydwerk moet begin.

(8) *Betaling vir oortydwerk.*—'n Werkgever moet sy werknemer ten opsigte van alle oortydwerk wat deur hom gedoen word, besoldiging betaal teen 'n skaal van minstens een-en-een-derde maal die loon wat sonder lewenskostetoelae, verdien word.

(9) *Savings.*—The provisions of this clause shall not apply to night watchmen and day 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 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) Night watchmen and day watchmen shall not be employed on more than six shifts in any one week.

(11) Managers, foremen and employees holding responsible positions who receive not less than £540 a year, excluding cost of living allowance, are exempt from the provisions of this clause.

7. ANNUAL LEAVE.

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

- | | |
|-------------|----------------|
| (a) Grade 1 | } three weeks; |
| Grade 2 | |
| Grade 3 | |
| (b) Grade 4 | } two weeks; |
| Grade 5 | |
| Grade 6 | |

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—

- if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- if New Year's Day, Good Friday, Dingaan's Day 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;
- 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 year 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 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 fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-twelfth of the weekly wage which he was receiving immediately before the date of such termination, multiplied by three in the case of employees referred to in clause 7 (1) (a) and by two in the case of employees referred to in clause 7 (1) (b).

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment 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 purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- absent on leave in terms of sub-clause (1);
 - required to undergo training under the South Africa Defence Act, 1912;
 - absent from work on the instructions or at the request of his employer;
 - absent on sick leave in terms of clause 8;
- amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Factories, Machinery and Building Work Act, 1941, or Wage Determination No. 130 (Government Notice No. 2403 of 7th December, 1945) from the date on which such employee became entitled to such leave under such Act;
- in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Factories, Machinery and Building Work Act, 1941, or Wage Determination No. 130 (Government Notice No. 2403 of 7th December, 1945), applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(9) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op nagwagte en dagwagte van toepassing nie, en die bepalings van subklousule (3) is nie op 'n keteloppasser wat skofwerk verrig en nie meer as ag uur per skof werk van toepassing nie, en die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie.

(10) Nagwagte en dagwagte kan nie op meer as ses skofte in 'n week op diens wees nie.

(11) Bestuurder, voormanne en werknemers wat verantwoordelike betrekkinge beklee en minstens £540 per jaar sonder lewenskostetoelae ontvang, is vrygestel van die bepalings van hierdie klousule.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werknemer die volgende jaarlikse verlof vir elke volle jaar diens by hom toestaan:—

- | | |
|-------------|--------------|
| (a) Graad 1 | } drie weke; |
| Graad 2 | |
| Graad 3 | |
| (b) Graad 4 | } twee weke; |
| Graad 5 | |
| Graad 6 | |

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

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

- as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word;
- die tydperk van daardie verlof nie met siekteverlof wat kragtens klousule 8 toegestaan is, of met 'n tydperk wanneer die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- as Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag binne die tydperk van daardie verlof val, ter vervanging van elke sodanige dag, nog 'n dag aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- 'n werkgever elke dag geleentheidsverlof wat met volle betaling op skriftelike versoek van sy werknemer gedurende die jaar waarop die tydperk van jaarlikse verlof betrekking het, toegestaan is, van daardie tydperk van verlof kan aftrek.

(3) Die besoldiging ten opsigte van die jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laaste werkdag voor die datum van aanvang van daardie verlof uitbetaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste jaar of 'n volgende jaar diens by dieselfde werkgever eindig voordat die tydperk van verlof wat in subklousule (1) voorgeskryf word, verskuldig geword het, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by die diensbeëindiging, in plaas van verlof en vir elke volle maand van daardie tydperk van minder as een jaar, minstens een-twaalfde van die weekloon betaal word wat hy onmiddellik voor die datum van daardie beëindiging ontvang het, vermenigvuldig met drie in die geval van die werknemers wat in klousule 7 (1) (a) genoem word, en met twee in die geval van die werknemers wat in klousule 7 (1) (b) genoem word.

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

(6) Vir die doeleindes van hierdie klousule, word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke insluit waarin 'n werknemer—

- met verlof kragtens subklousule (1) afwesig is;
 - opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
 - op las of op versoek van sy werkgever van sy werk afwesig is;
 - met siekteverlof kragtens klousule 8 afwesig is;
- wat altesame in 'n jaar nie meer as tien weke bedra nie en wat beskou word dat dit begin—

(i) in die geval van 'n werknemer wat voor die inwerking-trede van hierdie Ooreenkoms tot verlof kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvaststelling No. 130 (Goewermenskennisgewing No. 2403 van 7 Desember 1945) geregtig geword het, op die datum waarop daardie werknemer tot daardie verlof ingevolge daardie Wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-trede van hierdie Ooreenkoms in diens was en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvaststelling No. 130 (Goewermenskennisgewing No. 2403 van 7 Desember 1945) van toepassing was, maar wat nog nie tot verlof ingevolge daarvan geregtig geword het nie, van die datum waarop daardie diens begin het;

(iii) in the case of any other employee, from the date such employee entered his employer's service or from the date of coming into force of this Agreement;

whichever is the later:

Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

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

(2) An employer may deduct from any amount payable in respect of sick leave the amount of any payment which he is required to make under the Master and (Native) Servants Act of Natal, No. 40 of 1894, as amended, or the Indian Immigration Law, No. 25 of 1891, as amended. Such an amount not to exceed the total sum payable as sick leave remuneration in terms of this clause.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

- pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day; or
- pay the employee not less than one and one-third his ordinary rate of remuneration 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, remuneration at a rate of not less than his ordinary rate of remuneration 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, Dingaan's Day, 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 remuneration 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, Dingaan's Day, Christmas Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

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

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

- managers, foremen and employees holding responsible positions who receive remuneration at the rate of not less than £540 a year excluding cost of living allowance;
- night watchmen and day watchmen;
- labourers employed on cooking rations.

10. OVERALLS AND PROTECTIVE CLOTHING.

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

(iii) in die geval van elke ander werknemer op die datum waarop daardie werknemer by sy werkgever in diens getree het, of, na gelang van die die jongste datum, die die datum van inwerkingtreding van hierdie Ooreenkoms;

met dien verstande dat wanneer in 'n jaar die tydperk van 'n werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae bedrae, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die tydperk van opleiding minder as dertig dae is.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na drie maande 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 skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesame twee-en-neëntig werkdagte siekteverlof in 'n jaar diens by hom toestaan, en moet hom ten opsigte van elke uur daarvan 'n bedrag betaal van minstens een-ses-en-veertigste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het: met dien verstande dat die werkgever kan eis dat, ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, aan hom 'n sertifikaat, wat deur 'n geregistreerde geneesheer onderteken is, voorgelê word wat die aard en duur van die werknemer se siekte vermeld: voorts met dien verstande dat as daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers, of 'n werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds of voorsorgfonds bestaan waaraan die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat deur elkeen van daardie werknemers betaal word, of betaal moet word, en uit welke fonds 'n werknemer in die geval van siekte, ongeval (behalwe ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is) om altesame in 'n jaar 'n bedrag te ontvang wat minstens gelyk is aan sy volle loon vir twee weke ten opsigte van daardie afwesigheid of afwesighede, onder omstandighede wat vir die werknemer nie wesenslik minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan van die bedrag wat ten opsigte van siekteverlof betaalbaar is, die bedrag van betaling wat hy verplig is om kragtens die „Master and (Native) Servants Act”, No. 40 van 1894, soos gewysig, of die „Indian Immigration Law”, No. 25 van 1891, soos gewysig, af te trek. Daardie bedrag kan nie meer wees as die totale som wat as siektebesoldiging ingevolge hierdie klousule betaalbaar is nie.

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

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) As 'n werknemer, behalwe 'n los werknemer, op Sondag werk, moet sy werkgever of—

- die werknemer minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaal moet word, of
- die werknemer besoldiging betaal teen 'n skaal van minstens een-en-eenderde maal sy gewone skaal van besoldiging vir die totale tydperk wat op daardie Sondag gewerk word en hom binne sewe dae na daardie Sondag een vakansiedag toegestaan en hom ten opsigte daarvan besoldiging betaal teen sy gewone skaal van besoldiging asof hy op daardie vakansiedag sy gewone gemiddelde werkdag vir daardie dag van die week gewerk het.

(2) As '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 voorgeskrif word.

(3) As 'n werknemer, behalwe 'n los werknemer, nie op Goede-Vrydag, Dinsdag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van daardie dag, besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging, asof hy op daardie dag sy gemiddelde gewone werkdag vir daardie dag van die week gewerk het.

(4) As 'n werknemer, behalwe 'n los werknemer, op Goede-Vrydag, Dinsdag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom vir die totale tydperk wat op daardie dag gewerk word, besoldiging betaal teen minstens sy gewone skaal van besoldiging en bowendien die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(5) As 'n los werknemer op Goede-Vrydag, Dinsdag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal soos in klousule 4 (3) vir 'n los werknemer voorgeskrif, plus vir elke uur, of gedeelte van 'n uur, wat aldus gewerk word, dié loon-gedeelte deur agt.

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

- bestuurders, voormanne en werknemers wat verantwoordelike poste beklee en wat besoldiging teen die skaal van minstens £540 per jaar, sonder lewenskostetoelae, ontvang;
- nagwagte en dagwagte;
- arbeiders wat rantsoene kook.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle oorpakke en/of beskermende kleren wat hy van sy werknemer kan vereis om te dra, of wat hy kragtens 'n wet of regulasie verplig is om aan sy werknemer te verstrek, kosteloos verstrek en in goeie toestand onderhou.

11. 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.

12. 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 effect—

- (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 of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8.

13. SHORT TIME.

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

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

14. 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.

15. EXEMPTIONS.

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

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

16. 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.

Signed for and on behalf of the parties this 23rd day of November, 1950.

N. KATER,
Chairman.
G. LITHGOW,
Vice-Chairman.
JOHN A. PYE,
Secretary.

11. DIENSSERTIFIKAAT.

'n Werkgever moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n arbeider, of 'n los werknemer, aan daardie werknemer 'n dienssertifikaat uitreik met vermelding van die werkgever en werknemer se name voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van die beëindiging.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste vier weke diens minstens vier-en-twintig uur en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan minstens die volgende betaal of verbeur—

- (a) in die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van die opsegging ontvang het, gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- (b) in die geval van 'n week opsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van die opsegging ontvang het;

met dien verstande dat dit inbreuk op onderstaande maak nie:—

- (i) op 'n werkgever of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n opseggingstyd van gelyke duur vir albei partye en vir langer as een week.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoud van subklousule (1) gesluit is, moet die betaling of verbeuring in verhouding wees tot die tydperk van opsegging soos ooreengekom.

(3) Die opsegging wat in subklousule (1) voorgeskryf word, gaan in op die datum waarop dit gegee word: met dien verstande dat die tydperk van opsegging nie mag saamval met, of opsegging gegee mag word gedurende die werknemer se afwesigheid met verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 nie.

13. KORTTYDURE.

As die gewone werkure soos voorgeskryf verminder word weens korttydure, kan 'n werkgever vir elke uur van daardie vermindering een-ses-en-veertigste van die weekloon, soos in klousule 4 voorgeskryf, van sy werknemer se besoldiging aftrek, met dien verstande dat geen korting afgetrek kan word nie—

- (1) in die geval van korttydure wat ontstaan uit tydelike slapte in die bedryf, of tekort aan grondstowwe, of vervoer, tensy die werkgever sy werknemer minstens agt uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- (2) ten opsigte van die eerste uur wat nie gewerk word nie in die geval van korttydure wat ontstaan uit slegte weersgesteldheid, of 'n algemene onklaarraking van installasie of masjinerie, as gevolg van 'n onvoorsiene noodgeval, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie.

14. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n duidelik sigbare plek in sy inrigting, waar dit maklik vir al sy werknemers bereikbaar is, 'n leesbare eksemplaar van hierdie Ooreenkoms vertoon en vertoon hou.

15. VRYSTELLING.

(1) Die Raad kan vrystelling aan of ten opsigte van enige persoon van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes vasstel waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag sal wees, met dien verstande dat die Raad na sewe dae kennisgewing aan die betrokke persoon, die vrystelling kan herroep of die termyn waarvoor vrystelling verleen is, verstryk het of nie.

16. TOEPASSING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van die Ooreenkoms en kan vir die leiding van werkgevers en werknemers, menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

(2) Elke geskil wat uit die vertolking van enigeen van die bepalings van hierdie Ooreenkoms kan ontstaan, moet na die Raad verwys word.

Namens die partye hede die 23ste dag van November 1950 onderteken.

N. KATER,
Voorsitter van die Raad.
G. LITHGOW,
Ondervoorsitter van die Raad.
JOHN A. PYE,
Sekretaris van die Raad.

* No. 1495.]

[15 June 1951.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

FERTILIZER MANUFACTURING INDUSTRY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Fertilizer Industry, published under Government Notice No. 1494 of the 15th June, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

* No. 1495.]

[15 Junie 1951.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

KUNSMISVERVAARDIGINGSNYWERHEID.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kunsmis-vervaardigingsnywerheid, bekendgemaak by Goewerments-kennisgewing No. 1494 van 15 Junie 1951, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

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