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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.*

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1925.] [22 September 1954.
NYWERHEID-VERSOENINGSWET, 1937.

KUNSMISVERVAARDIGINGSNYWERHEID, DURBAN EN PINETOWN.

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

- krachtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kunsmisnywerheid betrekking het, vanaf 25 September 1954 en vir die tydperk wat op 24 September 1959 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vakvereniging is;
- krachtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 van genoemde Ooreenkoms, vanaf 25 September 1954 en vir die tydperk wat op 24 September 1959 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebiede Durban en Pinetown; en
- krachtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 van genoemde Ooreenkoms, vanaf 25 September 1954 en vir die tydperk wat op 24 September 1959 eindig, in die munisipale gebiede Durban en Pinetown *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woord-omskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KUNSMISNYWERHEID (DURBAN EN PINETOWN).

OOREENKOMS

gesluit en aangegaan tussen die

Fertilizer Employers' Association

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Fertilizer Industry Employees' Union

(hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1925.] [22 September 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

FERTILIZER MANUFACTURING INDUSTRY, DURBAN AND PINETOWN.

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

- 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 25th September, 1954, and for the period ending the 24th September, 1959, 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;
- in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) of the said Agreement shall be binding from the 25th September, 1954, and for the period ending the 24th September, 1959, upon the other employers and employees engaged or employed in the said industry in the municipal areas of Durban and Pinetown; and
- in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal areas of Durban and Pinetown and from the 25th September, 1954, and for the period ending the 24th September, 1959, the provisions contained in clauses 3 to 19 (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.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

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

AGREEMENT

made and entered into between the

Fertilizer Employers' Association

(hereinafter referred to as the “employers” or the “employers' organisation”), of the one part, and the

Fertilizer Industry Employees' Union

(hereinafter referred to as the “employees” or the “trade union”), of the other part

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede van Durban en Pinetown nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat 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 minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens artikel *agti-en-veertig* van die Wet bepaal en bly vyf jaar lank van krag of vir 'n tydperk wat deur hom vasgestel kan word.

3. WOORDOMSKRYWING.

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

- „Wet”, die Nywerheids-versoeningswet, 1937;
- „assistent-voorman”, 'n werknemer, uitgesonderd 'n opsigter, onderbaas, indoeana 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 saklapmasjien 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 dat die waterstand en stoomdruk in 'n stoomketel op peil gehou word;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde 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;
- „chemiese werk”, die verrigting van chemiese werk, die ontwerp en aanpas van formules vir stowwe of die ontledingskontrole van chemiese bewerking van grondstowwe, halffabrikate of afgewerkte produkte;
- „chemikus”, 'n werknemer wat 'n graad of gelykwaardige diploma in chemie het, en wat daarbenewens minstens drie jaar ondervinding gehad het van, en wat chemiese werk doen, soos hierin omskryf;
- „chemietegnikus”, 'n werknemer, uitgesonderd 'n chemikus, wat chemiese werk doen;
- „chemietegnikus, gekwalifiseer”, 'n chemietegnikus met minstens ses jaar ondervinding;
- „chemietegnikus, ongekwalifiseer”, 'n chemietegnikus met minder as ses jaar ondervinding;
- „klerklike werknemer”, 'n werknemer, uitgesonderd 'n fabrieksklerk, wat skryf-, tik-, l'asseer of enige ander soort klerklike werk verrig, met inbegrip van 'n kassier en telefonis;
- „klerklike werknemer, gekwalifiseer, manlik”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik”, 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „handelsreisiger”, 'n werknemer wat as reisende verteenwoordiger van 'n inrigting namens so 'n inrigting bestellings van persone vra, solisiteer of werf vir die verkoop of lewering van goedere aan hulle;
- „onafgebroke diens”, 'n onafgebroke tydperk van diens by dieselfde werkgewer, met inbegrip van enige tydperk waarin enige werknemer—
 - (a) met jaarlikse verlof kragtens klousule 7 afwesig is;
 - (b) vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
 - (c) op las of op versoek met toestemming van die werkgewer van sy werk afwesig is; of
 - (d) van sy werk afwesig is vanweë siekte wat altesame nie 'n tydperk van twee weke in 'n jaar 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 in die werk;
- „Raad”, die Nywerheidsraad vir die Kunsmisnywerheid, Durban en Pinetown, geregistreer ingevolge die bepalings van die Nywerheids-versoeningswet, 1937;
- „inrigting”, enige perseel waarin of in verband waarmee een of meer werknemers in die Kunsmisnywerheid in diens is;
- „ondervinding”, met betrekking tot—
 - (a) 'n klerklike werknemer, die totale tydperk of tydperke van die werknemer se diens as 'n klerklike werknemer, ongeag die bedryf waarin die ondervinding opgedoen is;

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 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;
- “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;
- “chemical work” means the performance of chemical manipulations, the devising or adjusting of formulae of substances, or the analytical control of chemical processing of raw materials or semi-manufactured or finished products;
- “chemist” means an employee who is a holder of a degree or equivalent diploma in chemistry, and who, in addition, has had not less than three years' experience in, and is engaged in, chemical work as defined herein;
- “chemical technician” means an employee, other than a Chemist, who is engaged in chemical work;
- “chemical technician qualified” means a chemical technician who had not less than six years' experience;
- “chemical technician, unqualified” means a chemical technician who has had less than six years' experience;
- “clerical employee” means an employee other than a factory clerk, who is engaged in writing, typing, filing or any other form of clerical work, and includes a cashier and telephone operator;
- “clerical employee, qualified male,” means a male clerical employee who has had not less than five years' experience;
- “clerical employee, unqualified male,” means a male clerical employee who has had less than five years' experience;
- “clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- “clerical employee, unqualified female,” means a female clerical employee who has had less than four years' experience;
- “commercial traveller” means an employee who, as the travelling representative of an establishment, on behalf of such establishment invites, solicits or canvasses orders from persons for the sale or supply to them of goods;
- “continuous service” means an unbroken period of employment with the same employer, inclusive of any period during which any employee—
 - (a) is on annual leave in terms of clause 7; or
 - (b) undergoes 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 sub-section (1) of section *twenty-three* of the Factories, Machinery and Building Work Act, No. 22 of 1941; or
 - (e) is absent from work owing to injury on duty;
- “Council” means the Industrial Council for the Fertilizer Manufacturing Industry, Durban and Pinetown registered in terms of the Industrial Conciliation Act, 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 or industry in which such experience was gained;

(b) enige ander werknemer ten opsigte van wie 'n stygende loonskaal in klousule 4 (1) van die Ooreenkoms voorgeskryf word, die totale tydperk of tydperke diens wat die werknemer gehad het in die kunsmisnywerheid in die bedryf waarin hy in diens is;

„ekstraktor-skofman”, 'n werknemer wat onder aanwysing van 'n voorman of ingenieur in beheer van 'n skof op die ekstraksie-installasie en die betrokke arbeiders is;

„ekstraktor-skofman, gekwalifiseer”, 'n ekstraktor-skofman wat vir meer as 250 skofte in beheer was;

„ekstraktor-skofman, ongekwalifiseer”, 'n ekstraktor-skofman wat vir minder as 251 skofte in beheer was;

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

(a) uitreiking van etikette;

(b) nasien, tel, weeg of aantekening hou van besonderhede van trokke;

(c) nasien, weeg (uitgesonderd op 'n gestelde skaal) of meet van artikels;

(d) aantekening hou van die tye deur werknemers gewerk;

(e) aantekening hou van stukwerkverdienste;

(f) vertolking of vertaling van Naturelletale;

(g) aantekening hou van besonderhede van rekwisities vir uitreiking van gereedskap of uitrusting;

„fabrieksklerk, gekwalifiseer”, 'n fabrieksklerk met minstens agtien maande ondervinding;

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

„kunsmis”, enige stof wat as chemiese bestanddeel daarvan bevat, of waarvan beweer word dat dit stikstof, fosforoksied, potas of kalk in 'n vorm of samestelling vir plantvoedsel bevat 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 plaas- of stalmis, kraalmis en kraalmisas, dorpsafval of nagvuil nie;

„Kunsmisnywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die doel om kunsmis te vervaardig soos hierin omskryf, tesame met alle bedrywighede wat daarmee gepaard gaan of daaruit voortspruit;

„voorman”, 'n werknemer, uitgesonderd 'n ekstraktor-skofman, opsigter, onderbaas, indoea of baasjong wat in beheer van die werknemers in 'n fabriek is en wat kontrole oor daardie werknemers uitoefen en wat verantwoordelik is vir die doeltreffende verrigting deur hulle van hul werk;

„aansporingsloon”, die besoldiging wat kragtens enige stelsel aan 'n werknemer betaal word waarvolgens die besoldiging op die hoeveelheid of opbrengs van die verrigte werk gebaseer is;

„indoea”, 'n werknemer wat die voorman help om orde en tug in 'n kampong te handhaaf en wat in beheer van 'n groep arbeiders kan wees;

„arbeider”, 'n werknemer wat een of meer van die volgende pligte nakom:—

(1) Verskuif, dra, stapel of optel;

(2) laai of aflaai;

(3) persele, installasie, masjinerie, gereedskap, implemente, gerei of voertuie of ander artikels skoonmaak;

(4) masjiene voer of daarvan afneem, tenks of vate voer of aftap;

(5) masjinerie of voertuie, maar nie elektriese opwekkingsmasjinerie en motorvoertuie nie, olie of smeer;

(6) deure (uitgesonderd deure van vate), kiste, bale, dromme of sakke oopmaak of toemaak (uitgesonderd met masjinerie), maar met uitsondering van toemaak deur te soldeer;

(7) krane en kleppe onder toesig oopmaak en toemaak;

(8) dromme in kartonhouers verpak;

(9) kartondose of kartonhouers oopmaak, inmeekaarsit en/of verseël;

(10) sakke, vate en/of dromme en/of smeltkroese of ander houers vul en/of leegmaak;

(11) sakke of bale met die hand toewerk of heelmaak;

(12) merk, brandmerk of sjabloneer;

(13) etikette en bale, kiste, sakke, dromme of kratte of ander houers bevestig;

(14) afval sorteer;

(15) nagemmers verwyder;

(16) draad, tou of goingsak met die hand sny;

(17) vure maak of aan die brand hou en/of afval of as verwyder (maar nie ketelbediener nie);

(18) help op aflewingswaens, maar nie bestuur nie;

(19) op 'n gestelde skaal afweeg;

(20) 'n handvoertuig stoot of trek;

(21) boodskappe, briewe of goedere te voet of met 'n fiets (nie 'n motorfiets nie) of handvoertuig aflewer;

(22) diere versorg en/of inspan;

(23) onder toesig tuinmaak, skoffel, hark, spit, sny en plant;

(24) rantsoene kook, tee of ander drankte maak;

(25) 'n goederehyser of handhystoestel bedien;

(26) alle soorte geboue, mure of bouwerke witkalk;

(27) met pik en graaf werk;

(28) buitebande en binnebande wat op kruiwaens of fietse gebruik moet word, heelmaak;

(b) any other employee in respect of whom a rising scale of wages is prescribed in clause 4 (1) of this Agreement, the total period or periods of employment which the employee has had in the Fertilizer Industry in the occupation in which he is employed;

„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 activities incidental thereto or consequent thereon;

„foreman” means an employee other than a 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;

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

„induna” means an employee who assists the foreman 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 into or taking off from machines, feeding into or drawing off from tanks or vats;

(5) oiling or greasing machinery or vehicles other than electric generating machinery and motor vehicles;

(6) opening or closing doors (other than closing doors of vats), boxes, bales, drums or bags (other than by machine) but excluding closing by means of solder;

(7) opening and closing cocks and valves, under supervision;

(8) packing drums into cardboard containers;

(9) opening, assembling and/or sealing cartons or cardboard containers;

(10) filling and/or emptying bags, casks, and/or drums, and/or crucibles or other containers;

(11) sewing or mending bags or bales by hand;

(12) marking, branding or stencilling;

(13) affixing labels to bales, boxes, bags, drums or crates, or other containers;

(14) sorting garbage;

(15) removing sanitary pails;

(16) cutting wire, twine or hessian by hand;

(17) making or maintaining fires and/or removing refuse or ashes (excluding boilerman);

(18) assisting on delivery vans, excluding driving;

(19) weighing on a set scale;

(20) pushing or pulling a manually-propelled vehicle;

(21) delivering messages, letters or goods on foot or by means of a bicycle (other than a motor bicycle) or manually-propelled vehicle;

(22) tending and/or harnessing animals;

(23) gardening, hoeing, raking, digging, cutting and planting under supervision;

(24) cooking rations, making tea or other beverages;

(25) operating a goods lift or hand hoist;

(26) whitewashing or limewashing buildings, walls or structures of any kind;

(27) picking, shovelling;

(28) repairing tyres and tubes for use on wheelbarrows or bicycles;

- (29) kunsmissoorte en/of plaasvoedsel met die hand meng;
 (30) dromme verf;
 (31) sakke met die hand sorteer, uitskud en/of heelmaak;
 (32) brandstof voorberei, dra en aan oonde voer;
 (33) hout, bene en/of ander materiaal fynkap;
 (34) sorteer;
 (35) dagha, beton of klip met die hand meng; klip, beton grond of sand losmaak, uithaal, opbreek of strooi;
 (36) bottels, sakke of ander houters was;
 (37) met 'n handsif werk;
 (38) boksele opsit en/of afhaal;

- "masjienbediener", 'n werknemer wat 'n kragmasjien bedien versorg, aansit en stopsit en wat klein herstellings of verstellers daaraan kan uitvoer, maar omvat nie 'n werknemer wat uitsluitlik die masjien voer nie;
 "instandhouer", 'n werknemer wat onder toesig van 'n ingenieur, voorman, assistent-voorman of werktuigkundige klein herstellings of verstellers aan masjinerie en installasie, en algemene herstellings aan en onderhoud van terrein, geboue en uitrusting uitvoer, en wat klein onderdele maak wat daarby hoort;
 "bestuurder", 'n werknemer belas met die algemene toesig oor, verantwoordelikheid vir en bestuur van die bedrywigheede wat binne of in verband met 'n inrigting uitgevoer word;
 "werktuigkundige of ingenieur", 'n werknemer wat 'n geskoolde ambagsman of vakman is;
 "masjienskopdrywer, klas I", 'n werknemer wat 'n masjienskop dryf, skoonmaak, die brandstof aanvul, olie en ghries en wat klein herstellings of verstellers aan 'n masjienskop kan uitvoer;
 "masjienskopdrywer, klas II", 'n werknemer wat 'n masjienskop dryf, skoonmaak, die brandstof aanvul, olie en ghries;
 "motorvoertuig", 'n motorvoertuig wat uitsluitlik of hoofsaaklik vir die vervoer van goedere op 'n openbare pad gebruik word;
 "motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tydperke wat die voertuig gedryf word, en enige tyd deur die drywer aan werk in verband met die voertuig of vrag bestee, en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;
 "stukwerk of taakwerk", enige stelsel waarvolgens 'n werknemer se besoldiging berus op die hoeveelheid of omvang van die werk wat verrig word;
 "senior professionele en administratiewe bestuurspersoneel", werknemers wat deur die werkgewer belas is met die uitvoering van werk wat verantwoordelikheid meebring waar besluite van 'n administratiewe of professionele aard insake die bestuur van die bedrywigheede van die inrigting geneem moet word;
 "korttyd", 'n tydelike vermindering van die getal gewone werkers as gevolg van slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van installasie of masjinerie veroorsaak deur ongeluk of ander onvoorsiene noodgeval;
 "stoorman", 'n werknemer wat in beheer is van voorrade en wat verantwoordelik is vir die ontvang, uitpak, nagaan, bewaring van goedere in 'n pakhuis, die byhou van voorraadregisters en die uitreiking van goedere aan verbruiksafdelings, en wat ook toesig oor die pligte van ondergeskikte pakhuispersoneel kan hou;
 "onderbestuurder", 'n werknemer belas met die algemene toesig oor, verantwoordelikheid vir en bestuur van die bedrywigheede wat binne of in verband met 'n afdeling, onderverdeling of seksie van 'n inrigting geskied, asook van die werknemers wat daar in diens is;
 "opsigter", 'n werknemer wat op aanwysing van 'n voorman of 'n assistent-voorman toesig hou oor sakmasjiniste, tablet-masjienbedieners, onderbase of baasjongens, en wat toesig kan hou oor arbeiders wat die materiaal vir die nywerheid vervaardig en/of hanteer;
 "opsigter, gekwalifiseer", 'n opsigter met minstens agtien maande ondervinding;
 "opsigter, ongekwalifiseer", 'n opsigter met minder as agtien maande ondervinding;
 "tabletmasjienbediener", 'n werknemer wat 'n kragmasjien aan die gang kan sit en stopsit en wat sodanige masjien kan skoonmaak, voer of daarvan afneem;
 "loon", dié deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werksure;
 "wag", 'n werknemer wat persele of eiendom bewaak.

(2) Dit word beskou dat 'n werknemer behoort tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elkeen van die ondervermelde klasse van sy werknemers moet betaal, is soos volg:—

	Per week. £ s. d.
Graad 1.	
Voorman	8 10 0
Klerklike werknemer, gekwalifiseer, manlik	6 6 11
Klerklike werknemer, gekwalifiseer, vroulik	4 3 1
Chemikus	10 0 0
Chemietegnikus, gekwalifiseer	8 5 0
Werktuigkundige of ingenieur	8 0 0

- (29) mixing fertilizers, and/or farm foods by hand;
 (30) painting drums;
 (31) sorting, shaking out and/or mending bags by hand;
 (32) preparing, carrying and feeding fuel to furnaces;
 (33) chopping wood, bones and/or other material;
 (34) sorting;
 (35) mixing mortar, concrete or stone by hand; loosening taking out, breaking or spreading stone, concrete, soil or sand;
 (36) washing bottles, bags or other containers;
 (37) hand screening;
 (38) placing and/or removing tarpaulins;

- "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;
 "manager" shall mean an employee charged with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with an establishment;
 "mechanic or engineer" means an employee who is a skilled tradesman or artisan;
 "mechanical shovel driver, class I," means an employee who drives, cleans, refuels, oils, greases, and carries out minor repairs and adjustments to a mechanical shovel;
 "mechanical shovel driver, class II," means an employee who drives, cleans, refuels, oils, and greases a mechanical shovel;
 "motor vehicle" means a motor vehicle used exclusively or mainly for the conveyance of goods on a public highway;
 "motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving the vehicle, and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;
 "piece-work or task-work" means any system under which an employee's remuneration is based on the quantity or output of work done;
 "senior managerial professional and administrative personnel" shall mean employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of any administrative or professional character in the conduct of the activities of the establishment;
 "short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;
 "storeman" means an employee who is in charge of stores, who is responsible for the receiving, unpacking, checking, storing goods in the store, maintaining stocks records and issuing goods to consuming departments, who may also supervise the duties of subordinate stores staff;
 "sub-manager" shall mean an employee charged with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with a department, division or section of an establishment and of the employees engaged therein;
 "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;
 "wage," means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work;
 "watchman" means an employee engaged in guarding premises, or property;

(2) An employee shall be deemed to be employed in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

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

	Per Week. £ s. d.
Grade 1.	
Foreman	8 10 0
Clerical employee, qualified, male	6 6 11
Clerical employee, qualified, female	4 3 1
Chemist	10 0 0
Chemical technicians, qualified	8 5 0
Mechanic or engineer	8 0 0

	Per week. £ s. d.
Graad 2.	
Assistent-voorman—	
gedurende eerste jaar ondervinding	5 10 0
gedurende tweede jaar ondervinding	6 0 0
gedurende derde jaar ondervinding	6 10 0
daarna	7 0 0
Klerklike werknemer, ongekwalifiseer, manlik—	
gedurende eerste jaar ondervinding	2 6 2
gedurende tweede jaar ondervinding	3 2 3
gedurende derde jaar ondervinding	3 18 5
gedurende vierde jaar ondervinding	4 14 7
gedurende vyfde jaar ondervinding	5 10 0
Klerklike werknemer, ongekwalifiseer, vroulik—	
gedurende eerste jaar ondervinding	2 1 6
gedurende tweede jaar ondervinding	2 11 11
gedurende derde jaar ondervinding	3 2 3
gedurende vierde jaar ondervinding	3 12 8
Chemietegnikus, ongekwalifiseer—	
gedurende eerste jaar ondervinding	2 5 0
gedurende tweede jaar ondervinding	3 5 0
gedurende derde jaar ondervinding	4 5 0
gedurende vierde jaar ondervinding	5 5 0
gedurende vyfde jaar ondervinding	6 5 0
gedurende sesde jaar ondervinding	7 5 0
Ekstraktor-skofman, gekwalifiseer	6 14 2

Graad 3.	
Ekstraktor-skofman, ongekwalifiseer—	
aanvangskaal	5 15 0
na 50 skofte	5 18 10
na 100 skofte	6 2 8
na 150 skofte	6 6 6
na 200 skofte	6 10 4
na 250 skofte	6 14 2
Stoorman	4 0 0
Instandhouer	3 15 0
Opsigter, gekwalifiseer	3 10 0
Fabrieksklerk, gekwalifiseer	3 10 0

Graad 4.	
Opsigter, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	2 10 0
gedurende tweede ses maande ondervinding	2 15 0
gedurende derde ses maande ondervinding	3 0 0
Fabrieksklerk, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	2 10 0
gedurende tweede ses maande ondervinding	2 15 0
gedurende derde ses maande ondervinding	3 0 0
Motorvoertuigdrywer—	
as gewig sonder vrag van voertuie—	
(1) nie oor 1,000 lb. is nie	2 10 0
(2) oor 1,000 lb. maar nie oor 6,000 lb. is nie	3 12 6
(3) oor 6,000 lb. maar nie oor 10,000 lb. is nie	4 10 0
Masjienskopbediener, klas I	3 10 0

Graad 5.	
Onderbaas of baasjong	2 0 0
Indoena	2 0 0
Ketelbediener	2 0 6
Masjienskopbediener, klas II	2 10 0
Masjienskopbediener	1 18 9
Nagwag	1 16 6
Dagwag	1 15 0
Bediener van sakmerkmasjien	1 16 0
Sakmasjinis	1 16 0
Tabletmasjiensbediener	1 16 0
Bediener van vervoerbande	1 16 0

Graad 6.	
Arbeider, 18 jaar en ouer	1 12 6
Arbeider onder 18 jaar	1 3 0
Werknemers wat nie elders genoem is nie, uitge- sonderd bestuurders, onderbestuurders, senior professionele en administratiewe bestuursperso- neel	1 15 0

Met dien verstande dat hierdie klousule nie as gevolg kan hê dat die loon wat 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms trek, verminder word nie.

(2) *Toelaes vir lang diens.*—Ondanks enigiets in hierdie loon-tabel, moet elke werknemer vir wie 'se klas werk 'n minimum loon in klousule 4 (1) vasgestel word, benewens sy gewone loon 'n toelaes vir lang diens ooreenkomstig die volgende beginsels 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 werklike loon wat verdien is.

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

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

	Per Week. £ s. d.
Grade 2.	
Assistant foreman—	
during first year of experience	5 10 0
during second year of experience	6 0 0
during third year of experience	6 10 0
thereafter	7 0 0
Clerical employee, unqualified, male—	
during first year of experience	2 6 2
during second year of experience	3 2 3
during third year of experience	3 18 5
during fourth year of experience	4 14 7
during fifth year of experience	5 10 0
Clerical employee, unqualified, female—	
during first year of experience	2 1 6
during second year of experience	2 11 11
during third year of experience	3 2 3
during fourth year of experience	3 12 8
Chemical technician, unqualified—	
during first year of experience	2 5 0
during second year of experience	3 5 0
during third year of experience	4 5 0
during fourth year of experience	5 5 0
during fifth year of experience	6 5 0
during sixth year of experience	7 5 0
Extractor shiftsman, qualified	6 14 2

Grade 3.	
Extractor shiftsman, unqualified—	
commencing rate	5 15 0
after 50 shifts	5 18 10
after 100 shifts	6 2 8
after 150 shifts	6 6 6
after 200 shifts	6 10 4
after 250 shifts	6 14 2
Storeman	4 0 0
Maintenance man	3 15 0
Supervisor, qualified	3 10 0
Factory clerk, qualified	3 10 0

Grade 4.	
Supervisor, unqualified—	
during first six months of experience	2 10 0
during second six months of experience	2 15 0
during third six months of experience	3 0 0
Factory clerk, unqualified—	
during first six months of experience	2 10 0
during second six months of experience	2 15 0
during third six months of experience	3 0 0
Motor vehicle driver—	
where unladen weight of vehicles—	
(1) does not exceed 1,000 lb.	2 10 0
(2) exceeds 1,000 lb. but not 6,000 lb.	3 12 6
(3) exceeds 6,000 lb. but not 10,000 lb.	4 10 0
Mechanical shovel driver, class I	3 10 0

Grade 5.	
Chargehand or boss boy	2 0 0
Induna	2 0 0
Boiler attendant	2 0 6
Mechanical shovel driver, class II	2 10 0
Machine attendant	1 18 9
Night watchman	1 16 6
Day watchman	1 15 0
Bag marking machine operator	1 16 0
Bag machinist	1 16 0
Tablet machine operator	1 16 0
Belt attendant	1 16 0

Grade 6.	
Labourer, aged 18 years and over	1 12 6
Labourer under 18 year of age	1 3 0
Employees not elsewhere specified excluding Managers, sub-managers, senior managerial, professional, and administrative personnel and commercial travellers	1 15 0

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

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

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

of the actual wage earned.

(3) *Casual Employee.*—A casual employee shall be paid at the rate prescribed for his class or 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) *Nagskoftoelae*.—Die volgende toelae moet betaal word indien die grootste deel van die skof tussen 11 nm. en 6 vm. val:—

Grade 1 en 2: 15s. per week.
Grade 3 en 4: 7s. 6d. per week.

(6) *Lewenskostoelae*.—'n Getroude manlike werknemer, uitgesonderd graad 5- of graad 6- werknemers, moet 'n lewenskostoelae betaal word ooreenkomstig die volgende skaal wat op 'n kleinhandelindeksprys van 191.9 gebaseer is (wat die gemiddelde van die nege hoofsentrums van die Unie van Suid-Afrika is):—

(a) As die werknemer se bruto gewone weeklikse besoldiging sonder oortyd- en Sondagwerk, nagskoftoelae en aansporingsbonus, die volgende is:—

Salaris/Loonskaal per week.		Weeklikse Lewenskostoelae.	Toekomstige styging/daling per week in pennies vir elke 10 punte verskil in die kleinhandelindeksprys gebaseer op die jongste weeklikse lewenskostoelae.
£ s. d.	£ s. d.	Per week.	
Bo 2 0 0 tot 2 5 0	1 7 4	6	
Bo 2 5 0 tot 2 10 0	1 9 10	7	
Bo 2 10 0 tot 2 15 0	1 12 3	8	
Bo 2 15 0 tot 3 0 0	1 13 10	9	
Bo 3 0 0 tot 3 5 0	1 15 5	10	
Bo 3 5 0 tot 3 10 0	1 17 7	10	
Bo 3 10 0 tot 3 15 0	2 1 1	11	
Bo 3 15 0 tot 4 0 0	2 4 5	12	
Bo 4 0 0 tot 4 10 0	2 7 10	12	
Bo 4 10 0 tot 5 0 0	2 12 8	14	
Bo 5 0 0 tot 5 10 0	2 16 7	15	
Bo 5 10 0 tot 6 0 0	3 1 8	17	
Bo 6 0 0 tot 6 10 0	3 6 1	18	
Bo 6 10 0	3 12 2	20	

OPMERKING.—Die lewenskostoelae wat betaalbaar is ingeval van 'n afwyking van hierdie kleinhandelprysindeks van 191.9, sal slegs verander as die kleinhandelprysindeks met 10 of meer punte styg of daal. Die berekenings daarvoor moet op die styging- of dalingskaal wat hierbo getoon is, gebaseer word en is enkel vir 10 punte of 'n veelvoud daarvan. Daarna sal veranderinge in die lewenskostoelae wat betaalbaar is, slegs gemaak word wanneer die heersende kleinhandelprysindeks met 10 of meer punte van die kleinhandelprysindeks afwyk wat bestaan het toe die jongste verandering in die lewenskostoelae plaasgevind het.

Met dien verstande dat as die gewone weeklikse loon plus lewenskostoelae wat daarop aan 'n werknemer ingevolge hierdie subklousule betaalbaar is teen 'n skaal wat £18 of sodanige ander bedrag te bowe gaan as wat die Goewerneur-generaal van tyd tot tyd by proklamasie in die *Staatskoerant* kragtens Oorlogsmaatreeë No. 43 van 1942 (soos gewysig) kan bepaal as die bedrag waarbo geen lewenskostoelae betaalbaar is nie, moet die weeklikse toelae wat aan so 'n werknemer betaalbaar is, 'n bedrag wees wat gelyk is aan die verskil tussen die genoemde weeklikse loon en £18, of sodanige ander bedrag na gelang van die geval; en voorts met dien verstande dat niks in hierdie subklousule die weeklikse loon plus lewenskostoelae kan vermeerder nie wat aan enige werknemer betaalbaar is tot 'n bedrag bo £18 per week of sodanige ander bedrag, na gelang van die geval.

- (b) Aan alle ander werknemers wat nie in paragraaf (a) genoem word nie, moet 'n lewenskostoelae ooreenkomstig Oorlogsmaatreeë No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word, betaal word.
- (c) As betaling kragtens subparagraaf (a) minder is as die toelae wat ingevolge Oorlogsmaatreeë No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word, betaalbaar is, moet toelae kragtens die Oorlogsmaatreeëtoelae betaal word.

OPMERKING.—Sondagwerk- en nagskoftoelae mag nie uitgesluit word wanneer Lewenskostoelae ingevolge Oorlogsmaatreeë No. 43 van 1942, soos gewysig, bereken word nie.

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 4½ bedra.
- (2) *Premies*.—Geen betaling vir diensverskaffing aan, of opleiding van 'n werknemer, mag regstreks of onregstreks aan 'n werkgever gedoen of deur hom aangeneem word nie.
- (3) *Koop van goedere*.—'n Werkgever 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) *Losies en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturelle Arbeid Reguleringswet, 1911, kan 'n werkgever nie van sy werknemer vereis om van hom of by 'n plek wat deur hom aangewys word, losies en/of inwoning aan te neem nie.

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

Grades 1 and 2: 15s. per week.
Grades 3 and 4: 7s. 6d. per week.

(6) *Cost of Living Allowance*.—A married male employee other than grade 5 or 6 employees shall be paid a cost of living allowance in accordance with the following scale which is based on a retail price index of 191.9 (being the average of the nine main centres of the Union of South Africa):—

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

Salary/Wage Scale per week	Weekly Cost of Living Allowance.	Future Increase/Decrease per week in pence for every 10 points variation in the retail index figure based on the Last Weekly Cost of Living Allowance.
£ s. d.	£ s. d.	
Above 2 0 0 up to 2 5 0	1 7 4	6
Above 2 5 0 up to 2 10 0	1 9 10	7
Above 2 10 0 up to 2 15 0	1 12 3	8
Above 2 15 0 up to 3 0 0	1 13 10	9
Above 3 0 0 up to 3 5 0	1 15 0	10
Above 3 5 0 up to 3 10 0	1 17 7	10
Above 3 10 0 up to 3 15 0	2 1 1	11
Above 3 15 0 up to 4 0 0	2 4 5	12
Above 4 0 0 up to 4 10 0	2 7 10	12
Above 4 10 0 up to 5 0 0	2 12 8	14
Above 5 0 0 up to 5 10 0	2 16 7	15
Above 5 10 0 up to 6 0 0	3 1 8	17
Above 6 0 0 up to 6 10 0	3 6 1	18
Above 6 10 0	3 12 2	20

NOTE.—The cost of living allowance payable in the event of a variation from this retail price index of 191.9 will change only if the retail index figures rises or falls by ten points or more. The calculations therefor to be based on the increase or decrease scale shown above and being only for ten points or a multiple thereof. Thereafter, changes in the cost of living allowance payable will only be made when the current retail price index figure varies by ten or more points from the retail price index figure that prevailed when the last change was made in the cost of living allowance.

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

- (b) All other employees not referred to in paragraph (a) shall be paid a cost of living allowance in accordance with War Measure No. 43 of 1942, as amended, or as may be amended from time to time.
- (c) Where payment in terms of sub-paragraph (a) is less than the allowance payable under War Measure No. 43 of 1942, as amended, or as may be amended from time to time, allowances under the War Measure Allowance shall be paid.

NOTE.—Sunday work and night shift allowance shall not be excluded when calculating cost of living allowance under War Measure No. 43 of 1942 as amended.

5. PAYMENT OF REMUNERATION.

- (1) Remuneration shall be paid in cash either weekly or monthly within 30 minutes of ceasing work on the usual 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.
- (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) *Boetes en aftrekkings.*—'n Werkgewer kan nie sy werknemer boetes opleë of aftrekkings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof, siekte, versekering, voorsorg-, pensioenfondse of vakverenigingsledegeld;
- as 'n werknemer van sy werk wegbly, 'n eweredige bedrag vir die tydperk van daardie afwesigheid;
- aftrekking van elke bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel 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 werkgewer losies en/of inwoning aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae:—

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

met dien verstande dat die bedrag wat vir losies afgetrek kan word, met magtiging van die Departement van Arbeid verhoog kan word;

- In die geval van 'n werknemer, uitgesonderd 'n werknemer wat in paragraaf (d) genoem word, 'n huishuur waaroor tussen die werkgewer en werknemer ooreengekom word, maar onderworpe aan 'n maksimum van £12 per maand; ingeval 'n werkgewer 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 vasstel.

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

(1) (a) Die gewone werkure van alle werknemers is 46 uur per week en alle diens daarbo word as oortyd gereken.

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

- as die onderbreking langer as een uur duur, enige tyd oor 1½ uur as gewone werkure gereken moet word;
- werktydperke onderbreek deur 'n pouse van minder as een uur, as aaneenlopend gereken moet word;

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

(5) *Oortyd.*—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 oortyd gereken.

(6) *Beperking van oortyd.*—'n Werkgewer mag 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 Werkgewer mag 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.;
- 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 12-uur middag daarvan in kennis gestel het; of
 - daardie werknemer voor die aanvang van daardie oortydwerk van 'n voldoende ete voorsien 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 oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat deur hom verrig word, besoldiging betaal teen 'n skaal van minstens 1½ maal die loon wat sonder lewenskostetoelae verdien word.

(9) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie op nagwagte en dagwagte van toepassing nie, en die bepalinge van subklousule (3) is nie op 'n keteloppasser wat skofwerk verrig en nie meer as agt uur per skof werk, van toepassing nie, en die bepalinge 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.

(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.

- 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 any hour and a quarter shall be deemed to be ordinary hours of work;
- periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

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

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

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

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

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

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal before the commencement of such overtime; or
- paid to such employee one shilling and six-pence 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-half times the wage earned excluding cost of living allowance.

(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 or to a driver of a motor vehicle or a labourer assisting on such vehicle, and the provisions of sub-clauses (3), (4) and (6) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

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

(11) Voormanne en ander werknemers wat verantwoordelike betrekking beklee en 'n besoldiging van minstens £780 per jaar ontvang (met dien verstande dat enige lewenskostoelae ontvang wat meer is as die hoogste skaal wat ingevolge Oorlogsmaatregel No. 43 van 1942, soos gewysig, voorgeskryf word, en enige verblyf- en reistoelae wat ontvang is, nie as besoldiging beskou moet word nie) 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, Graad 2, Graad 3: drie weke;
- (b) Graad 4, Graad 5, Graad 6: twee weke;

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—

- (i) as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word;
- (ii) 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;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Gelofte-dag 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 besoldiging;
- (iv) '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 jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laaste werkdag voor die aanvangsdatum van daardie verlof uitbetaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste jaar of enige volgende jaar diens by dieselfde werkgever eindig voordat die tydperk van verlof wat in subklousule (1) voorgeskryf word, verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by dié 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 werknemers wat in klousule 7 (1) (a) genoem word, en met twee in die geval van werknemers wat in klousule 7 (1) (b) genoem word.

(5) 'n Werknemer wat geregtig geword het op '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 toepassing van hierdie klousule, word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit waarin 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 9 afwesig is;

wat altesame in 'n jaar nie meer as twintig weke bedra nie. (uitgesonderd enige verlof kragtens klousule 8 hiervan toegestaan) en wat beskou word dat dit van die datum af begin waarop sodanige werknemer by sy werkgever in diens getree het; Met dien verstande dat indien in enige jaar die tydperk van opleiding van 'n werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, korter as dertien weke is, die tydperk van twintig weke verminder moet word met 'n tydperk wat gelyk is aan dié tydperk wat die tydperk met opleiding korter as dertien weke is.

8. LANGDIENSVERLOF.

'n Werkgever moet aan al sy werknemers in grade 1, 2, 3 en 4 bykomende verlof uit waardering vir lang diens soos volg toestaan:—

- In die 11e jaar diens: drie weke bykomende verlof.
- In die 21e jaar diens: ses weke bykomende verlof.

Die reëlings vir die neem van sodanige verlof moet met die werkgever getref word.

OPMERKING.—Hierdie bykomende verlof is ten opsigte van die betrokke jaar en geskied nie jaarliks nie.

9. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na drie maande diens by hom van sy werk afwesig is weens siekte of ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesame 92 werkdag siekteverlof in 'n jaar diens by hom toestaan, en moet hom ten opsigte van elke uur

(10) Night watchmen and day watchmen shall not be employed on more than six shifts in any one week.

(11) Foremen and other employees holding responsible positions who receive a remuneration of not less than £780 per annum [provided that any cost of living allowance received in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended) and any subsistence and transport allowances received shall not be regarded as remuneration] are 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, Grade 2 and Grade 3: three weeks;
- (b) Grade 4, Grade 5 and Grade 6: two weeks;

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

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

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the 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 terminated before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent on sick leave in terms of clause 9;

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

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

8. LONG SERVICE LEAVE.

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

- In the eleventh year of service: three weeks additional leave.
- In the twenty-first year of service: six weeks additional leave.

The arrangements for the taking of such leave to be made with his employer.

NOTE—This extra leave is in respect of the year in question only, and does not recur annually.

9. SICK LEAVE.

(1) An employer shall grant to his employee after three months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, ninety-two working hours' sick leave in the aggregate during any one year of employment with him

daarvan 'n bedrag betaal van minstens 1/46ste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het; met dien verstande dat die werkgewer 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 werkgewer en sy werknemers, of 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds of voorsorgfonds bestaan waaraan die werkgewer 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 of ongeluk (uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevalwet, 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 wesenlik minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Indien van 'n werkgewer kragtens enige wet vereis word om gelde vir hospitaal- of geneeskundige behandeling ten opsigte van 'n werknemer te betaal, en hy sodanige gelde betaal, die bedrag aldus betaal van die betaling afgetrek kan word wat ten opsigte van ongeskiktheid ingevolge hierdie klousule verskuldig is.

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

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) As 'n werknemer, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgewer 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 1½ 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 werkure vir daardie dag van die week gewerk het.

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

(3) As 'n werknemer, uitgesonderd 'n los werknemer, nie op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom ten opsigte van sodanige dag, besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op daardie dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) As 'n werknemer, uitgesonderd 'n los werknemer, op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom vir die totale tydperk wat op sodanige dag gewerk word, besoldiging betaal teen minstens sy gewone skaal van besoldiging en bowendien die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(5) As 'n los werknemer op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die dagloon betaal wat in klousule 4 (3) vir 'n los werknemer voorgeskryf is plus vir elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur agt.

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

- voormanne en ander werknemers wat verantwoordelike betrekking beklee en 'n besoldiging van minstens £780 per jaar ontvang nie (met dien verstande dat enige lewenskostoelae ontvang wat meer is as die hoogste skaal wat ingevolge Oorlogsmaatregel No. 43 van 1942, soos gewysig, voorgeskryf word, en enige verblyf- en reistoelae wat ontvang is, nie as besoldiging beskou moet word nie) is van die bepalings van hierdie klousule vrygestel;
- nagwagte en dagwagte;
- arbeiders wat rantsoene kook.

11. AANSPORINGSLOONWERK.

(1) Behoudens die bepalings van klousule 5 (6) moet 'n werkgewer sy werknemer wat aansporingswerk verrig teen 'n skaal betaal waartoe onderling tussen werkgewer en werknemer ooreengekom is; met dien verstande dat, ongeag die hoeveelheid of opbrengs van verrigte werk, die werkgewer die werknemer minstens die volgende moet betaal:—

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

(2) 'n Werkgewer moet op 'n duidelik sigbare plek in sy inrigting 'n tabel van die aansporingswerkloonskaal van betaling, genoem in subklousule (1), vertoon en vertoon hou.

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

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

10. PUBLIC HOLIDAYS AND SUNDAYS.

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

- 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, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day, remuneration at a rate not less than his ordinary rate of 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, Day of the Covenant, 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, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay to him for each such day, not less than the daily wage prescribed in clause 4 (3) for a casual employee plus in respect of each hour or part of an hour so worked, such wage divided by eight.

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

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

11. INCENTIVE RATES WORK.

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

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

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

(3) 'n Werkgewer of werknemer wat voornemens is om enige ooreenkoms te kanselleer of te laat wysig ten opsigte van aansporingsloonwerk, moet minstens een maand skriftelik kennis van sodanige voorneme gee.

12. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle oorpakke en/of beskermende klere 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 verskaf, kosteloos verskaf en in goeie toestand hou.

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n arbeider, of 'n los werknemer, aan daardie werknemer 'n dienssertifikaat uitreik met vermelding van die werkgewer 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 sodanige beëindiging.

14. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens 24 uur en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan minstens die volgende betaal of verbeur—

- in die geval van 24 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;
- 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 nie inbreuk op onderstaande maak nie:—

- op 'n werkgewer of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- 'n skriftelike ooreenkoms tussen 'n werkgewer 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 9 nie.

15. KORTTYD.

As die gewone werkure, soos voorgeskryf, verminder word weens korttyd, kan 'n werkgewer vir elke uur van daardie vermindering 1/48ste van die weekloon, in klousule 4 voorgeskryf, van sy werknemer se besoldiging aftrek, met dien verstande dat geen bedrag afgetrek kan word nie—

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

16. VERTONING VAN OOREENKOMS.

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

17. 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.

18. TOEPASSING VAN OOREENKOMS.

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

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

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

12. OVERALLS AND PROTECTIVE CLOTHING.

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

13. CERTIFICATE OF SERVICE.

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

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof, not less than—

- 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;
- 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—

- the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- 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 9.

15. SHORT TIME.

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

- 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;
- in the case of short time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

16. EXHIBITION OF AGREEMENT.

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

17. EXEMPTIONS.

(1) The Council may grant 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.

18. ADMINISTRATION OF AGREEMENT.

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

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

19. INDIENSNEMING VAN JEUGDIGES.

Geen persoon onder die ouderdom van 15 jaar mag in die Kunsmisnywerheid in diens geneem word nie.

Namens die partye, hede die 1ste dag van April 1954, onder-teken.

N. KATER, *Voorsitter.*

G. LITHGOW, *Ondervoorsitter.*

P. H. THOMAS, *Sekretaris.*

* No. 1926.] [22 September 1954.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

KUNSMISVERVAARDIGINGSNYWERHEID.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Kunsmisnywerheid, bekendgemaak by Goewermentskennisgewing No. 1925 van 22 September 1954, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepaling van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

19. EMPLOYMENT OF MINORS.

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

Signed for and on behalf of the parties this first day of April, 1954.

N. KATER, *Chairman.*

G. LITHGOW, *Vice-chairman.*

P. H. THOMAS, *Secretary.*

* No. 1926.] [22 September 1954.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

FERTILIZER MANUFACTURING INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, 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. 1925 of the 22nd September, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.



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