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UNIE VAN SUID-AFRIKA

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR.

No. 789.] [29 May 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

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

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sugar Manufacturing and Refining Industry, shall be binding from the date of publication of this notice and for the period ending 30th April, 1961, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) of the said Agreement shall be binding from the date of publication of this notice, and for the period ending 30th April, 1961, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial Districts of Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone and from the date of publication of this notice and for the period ending 30th April, 1961, the provisions contained in clauses 3 to 5 (6) (a) (inclusive) and 5 (6) (b) to 19 (inclusive), of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 789.] [29 May 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

SUIKERVERVAARDIGINGS- EN RAFFINEER- NYWERHEID, NATAL.—(ONGESKOOLDE EN HALFGESKOOLDE ARBEID).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Suikervervaardigings- en Raffineernywerheid betrekking het, van die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 April 1961 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 vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 van genoemde Ooreenkoms, van die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 April 1961 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte Eshowe, Hlabisa, Laer Umfolozi, Mtunzini, Laer Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 5 (6) (a) en 5 (6) (b) tot en met 19 van genoemde Ooreenkoms, van die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 April 1961 eindig, in die landdrosdistrikte Eshowe, Hlabisa, Laer Umfolozi, Mtunzini, Laer Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY.

UNSKILLED AND SEMI-SKILLED LABOUR AGREEMENT entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The Sugar Manufacturing and Refining Employers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Natal Sugar Industry Employees' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Sugar Manufacturing and Refining Industry.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed by all employers who are members of the employers' organisation and are engaged in the Sugar Manufacturing and Refining Industry and by all employees who are members of the trade union and for whom wages are prescribed in clause 4 (i) and who are employed in the said Industry in the Magisterial Districts of Hlabisa, Eshowe, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto and Port Shepstone.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force until the 30th April, 1961, or for such other period as may be determined by him.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956;
- "artisan's assistant or handyboy" means an employee other than a labourer who assists an artisan, maintenance worker, truck repairer or handyman, and who shall be permitted to use tools under the direct supervision of such artisan, maintenance worker, truck repairer or handyman;
- "assistant sugar pan boiler" means an employee, other than a labourer, grade I or grade II employee, who assists the sugar pan boiler in the performance of his duties;
- "assistant sugar pan boiler, qualified," means an assistant sugar pan boiler who has had not less than eighteen months' experience;
- "assistant sugar pan boiler, unqualified," means an assistant sugar pan boiler who has had less than eighteen months' experience;
- "building worker, grade II," means an employee engaged in erecting houses or accommodation exclusively for occupation by non-Europeans;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "Council" means the Industrial Council for the Sugar Manufacturing and Refining Industry;
- "crane driver" means an employee who operates a power-driven crane;
- "crane driver, qualified," means a crane driver who has had not less than six months' experience;
- "crane driver, unqualified," means a crane driver who has had less than six months' experience;
- "cube and tablet maker" means an employee who, under the supervision of a factory overseer or assistant factory overseer, is in charge of a machine which compresses sugar into cubes or tablets;
- "establishment" means any premises on which the Sugar Manufacturing and/or Refining Industry is carried on;
- "experience" means in relation to an assistant sugar pan boiler, crane driver, factory clerk or tester, the total period or periods of employment which an employee has had as an assistant sugar pan boiler, crane driver, factory clerk, or tester, respectively;
- "factory clerk" means an employee who, under the supervision of a chemist, clerical employee, storeman, storeman's assistant or compound manager performs any one or more of the following functions:—
 - (a) Checking or counting articles;
 - (b) checking, counting or recording particulars of trucks;
 - (c) checking or recording times at which employees enter or leave a factory;
 - (d) interpreting or translating languages;
 - (e) recording particulars of requisitions for or issue of tools or equipment;
 - (f) recording quantities;
 - (g) weighing or measuring articles;

BYLAE.

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN RAFFINEERNYWERHEID.

OOREENKOMS. INSAKE ONGESKOOLDE EN HALFGESKOOLDE ARBEIDERS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

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

Natal Sugar Industry Employees' Union (hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

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

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Suikervervaardigings- en Raffineernywerheid beoefen, en deur alle werknemers wat lede van die vakverenigings is en vir wie lone ingevolge klousule 4 (i) voorgeskryf is, en wat in genoemde Nywerheid in die landroosdistrikte Hlabisa, Eshowe, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone in diens is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet bepaal en bly van krag tot 30 April 1961, of vir 'n tydperk wat die Minister vasstel.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet; 'n verwysing na 'n wet sluit alle wysigings daarvan in en, tensy die teendeel blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts tensy strydig met die samehang beteken—

- „Wet”, die Wet op Nywerheidsversoening, 1956;
- „ambagsmanshulp of handjong”, 'n werknemer, uitgesonderd 'n arbeider, wat aan 'n ambagsman, onderhoudwerker, trokhersteller of handlanger hulp verleen, en wat toegelaat moet word om onder die regstreekse toesig van so 'n ambagsman, onderhoudwerker, trokhersteller of handlanger gereedskap te hanteer;
- „assistent-suikerpankoker”, 'n werknemer, uitgesonderd 'n arbeider, werknemer graad I of graad II, wat hulp verleen aan die suikerpankoker met die nakoming van sy pligte;
- „assistent-suikerpankoker, gekwalifiseer”, 'n assistent-suikerpankoker met minstens 18 maande ondervinding;
- „assistent-suikerpankoker, ongekwalifiseer”, 'n assistent-suikerpankoker met minder as 18 maande ondervinding;
- „bouwerker graad II”, 'n werknemer wat huise of wonings bou wat uitsluitlik vir bewoning deur nie-blankes bedoel is;
- „los werknemer”, 'n werknemer wat by dieselfde werkgever hoogstens drie dae per week in diens is;
- „Raad”, die Nywerheidsraad vir die Suikervervaardigings- en Raffineernywerheid;
- „hyskraandrywer”, 'n werknemer wat 'n kraghyskraan bedien;
- „hyskraandrywer, gekwalifiseer”, 'n hyskraandrywer met minstens ses maande ondervinding;
- „hyskraandrywer, ongekwalifiseer”, 'n hyskraandrywer met minder as ses maande ondervinding;
- „klontjie- en tabletmaker”, 'n werknemer wat onder toesig van 'n fabrieksopsigter of assistent-fabrieksopsigter 'n masjien bedien wat suiker in klontjies of tablette pers;
- „inrigting”, enige perseel waarin die Suikervervaardigings- en/ of Raffineernywerheid beoefen word;
- „ondervinding”, met betrekking tot 'n assistent-suikerpankoker, hyskraandrywer, fabrieksklerk of toetser, die algehele diens-tydperk of diens-tydperke van 'n werknemer onderskeidelik as assistent-suikerpankoker, hyskraandrywer, fabrieksklerk of toetser;
- „fabrieksklerk”, 'n werknemer, uitgesonderd 'n klerklike werknemer, wat onder toesig van 'n chemikus, klerklike werknemer, stoomman, stoomman se assistent of kampongbestuurder enigeen of meer van onderstaande werksaamhede verrig:—

- (a) Artikels nagaan of tel;
- (b) besonderhede betreffende vragmotors nagaan, tel of aanteken;
- (c) tye wat werknemers 'n fabriek binnekom of verlaat, nagaan of aanteken;
- (d) in ander tale tolk of vertaal;
- (e) besonderhede betreffende rekvisities vir of uitreikings van gereedskap of toerusting aanteken;
- (f) hoeveelhede aanteken;
- (g) artikels weeg of meet;

"factory clerk, qualified," means a factory clerk who has had not less than one year's experience;

"factory clerk, unqualified," means a factory clerk who has had less than one year's experience;

"first-aid attendant" means an employee in charge of a first-aid station in a mill or refinery who gives first-aid in the case of accidents to mill or refinery employees;

"first-aid attendant, qualified," means a first-aid attendant who holds a certificate for first-aid from either the Red Cross or St. John Society;

"first-aid attendant, unqualified," means a first-aid attendant who does not hold a first-aid certificate from the Red Cross or St. John Societies;

"grade I employee" means an employee employed in one or more of the undermentioned capacities:—

- (a) Evaporator operator;
- (b) first-aid attendant, qualified;
- (c) juice preparer;
- (d) laboratory attendant;
- (e) lime kiln operator;
- (f) main cane carrier driver;
- (g) mill engine driver or roller control operator;
- (h) shunting tractor driver;
- (i) sirdar or induna other than a head sirdar or head induna;
- (j) switchboard operator;

"grade II employee" means an employee employed in one or more of the undermentioned operations or capacities:—

- (a) All operations of opening and closing cocks or valves under supervision;
- (b) artisan's assistant or handyboy;
- (c) auxiliary cane carrier driver;
- (d) bagasse carrier engine operator;
- (e) bagasse baling operator;
- (f) bagging and wrapping round steam pipes;
- (g) belt repairer;
- (h) blow-up tank attendant;
- (i) centrifugal attendant or operator;
- (j) changing wheels, removing wheels or rims, tyres and/or tubes for the repair of punctures, or mending and replacing them;
- (k) char kiln attendant;
- (l) concrete mixer operator;
- (m) coupling, uncoupling and braking of S.A.R. trucks not attached to a locomotive;
- (n) cube and tablet maker;
- (o) drilling holes in iron after iron has been marked off by an artisan or maintenance worker, other than precision work;
- (p) drilling with an artisan or building worker, grade II, in attendance;
- (q) erecting and repairing fencing;
- (r) fan engine operator;
- (s) filter press or vacuum filter operator;
- (t) filter press cloth repairer;
- (u) first-aid attendant, unqualified;
- (v) hot water and liquor tank attendant;
- (w) icing sugar machine operator;
- (x) juice and water scale attendant;
- (y) juice heater operator;
- (z) juice preparer's assistant;
- (aa) laboratory attendant's assistant;
- (bb) liquor gallery tank attendant;
- (cc) locomotive firearm;
- (dd) peck strainer operator;
- (ee) policeman and watchman, other than sirdar or induna;
- (ff) pump operator;
- (gg) rough cutting and punching of sheet iron by hand under direction of a journeyman or an apprentice;
- (hh) revivifier operator;
- (ii) sewing machinist (hand or power);
- (jj) sewing and mending factory workers' clothing, such as overalls, etc.;
- (kk) straightening rails by hammer or jim crow;
- (ll) striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice;
- (mm) striking for blacksmith;
- (nn) sugar mixing tank operator;
- (oo) sugar melting tank attendant;
- (pp) sugar drier operator;
- (qq) taking blue prints from tracings;
- (rr) rethreading and reconditioning of second-hand bolts or piping;
- (ss) truck brake attendant or operator;
- (tt) using jack hammers;
- (uu) water filtration attendant;
- (vv) weighing;
- (ww) winch operator;

"handyman" means an employee, other than an artisan, who is engaged on general repairs and maintenance of site, buildings, plant, equipment, and the making of small accessories appertaining thereto;

„fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ervaring;

„fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as een jaar ervaring;

„eerstehulpbediener," 'n werknemer wat toesig het oor 'n eerstehulpstasie in 'n meule of raffinadery en wat eerstehulp verleen tydens ongelukke waarin werknemers in die meule of raffinadery betrokke is;

„eerstehulpbediener, gekwalifiseer," 'n eerstehulpbediener wat beskik oor 'n eerstehulpstasie van of die Rooikruis- of die St. John-vereniging;

„eerstehulpbediener, ongekwalifiseer," 'n eerstehulpbediener wat nie oor 'n eerstehulpstasie van of die Rooikruis- of die St. John-vereniging beskik nie;

„werknemer graad I", 'n werknemer wat in een of meer van die onderstaande hoedanighede werksaam is:—

- (a) bediener van verdampstoestel;
- (b) eerstehulpbediener, gekwalifiseer;
- (c) sabbereider;
- (d) laboratoriumbediener;
- (e) kalkoondbediener;
- (f) drywer van hoofsuikerrietvoertuig;
- (g) drywer van fabrieksmasjiene of bediener van roller-kontroles;
- (h) drywer van rangeertrekker;
- (i) sirdar of indoena, uitgesonderd 'n hoof-sirdar of hoof-indoena;
- (j) skakelbordbediener;

„werknemer graad II", 'n werknemer wat in een of meer van die onderstaande werksaamhede of hoedanighede werksaam is:—

- (a) Alle werksaamhede i.v.m. die oop- en toemaak van krane en kleppe onder toesig;
- (b) ambagshulp of handjong;
- (c) drywer van 'n hulpsuikerrietvoertuig;
- (d) enjinbediener van begassevoertuig;
- (e) bediener van 'n begassebaalmasjiene;
- (f) sak om stoompype draai en omwoel;
- (g) vervoerbandhersteller;
- (h) opblaasstankbediener;
- (i) sentrifugebediener;
- (j) wiele omruil, wiele of vellings, buite en/of binnebande verwyder vir herstel van lekplekke of dit heelmaak en terugplaas;
- (k) kolebediener by kalkoond;
- (l) bediener van betonmenger;
- (m) S.A.S.-trokke wat nie aan 'n lokomotief vasgekoppel is nie, koppel, loskoppel en rem;
- (n) klontjie- en tabletmaker;
- (o) gate in yster boor nadat ambagsman of onderhouer dit op yster afgemerk het, maar nie presisiowerk nie;
- (p) boorwerk in die teenwoordigheid van ambagsman of bouwerker graad II;
- (q) omheining oprig en herstel;
- (r) waaiermasjienebediener;
- (s) bediener van 'n filterpers of vakuumfilterpers;
- (t) hersteller van filterpersdoek;
- (u) eerstehulpbediener, ongekwalifiseer;
- (v) bediener van warwater- en uitloogtenk;
- (w) bediener van versiersuikermasjiene;
- (x) bediener van sap- en waterskaal;
- (y) bediener van sapverhitter;
- (z) assistent van sabbereider;
- (aa) laboratoriumbedienershulp;
- (bb) bediener van galerytenk vir uitloging;
- (cc) lokomotiefstoker;
- (dd) pikfilterbediener;
- (ee) polisieman en wag, uitgesonderd 'n sirdar of indoena;
- (ff) pompbediener;
- (gg) onder leiding van 'n vakman of vakleerling plaatyster met die hand ru sny en pons;
- (hh) bediener van revivifieertoestel;
- (ii) naaimasjienerwerker (hand of krag);
- (jj) klere van fabriekwerkers, bv. oorpakke, ens., maai en heelmaak;
- (kk) spore met 'n hamer of 'n buigbeul reguit maak;
- (ll) yster kap of met 'n ystersaag saag nadat dit deur vakman of vakleerling afgemerk is;
- (mm) slaanwerk vir 'n smid verrig;
- (nn) suikermengtenkbediener;
- (oo) suikersmelttenkbediener;
- (pp) bediener van suikerdroër;
- (qq) ligdrukke van sketse maak;
- (rr) tweedehandse boue of pype herstel en die skroefdraad opnuut insny;
- (ss) bediener of oppasser van trekremme;
- (tt) die gebruik van boorhamers;
- (uu) waterfilterbediener;
- (vv) weeg;
- (ww) windasbediener;

„handlanger", 'n werknemer, uitgesonderd 'n ambagsman, wat algemene herstelwerk verrig en die terrein, geboue, masjienerie en uitrusting in orde hou en klein onderdele kan vervaardig;

"juice preparer" means an employee who, under the supervision of a factory overseer, chemist, or assistant or bench chemist makes routine tests in the clarification of juice;

"juice preparer's assistant" means an employee other than a labourer who assists the juice preparer in the performance of his duties;

"laboratory attendant" means an employee engaged in preparing samples for analysis (where the preparation requires the use of pipettes and burettes), making measurements of p.h., taking hydrometer readings and recording such readings;

"laboratory attendant's assistant" means an employee other than a labourer engaged in preparing samples for analysis (where the preparation does not involve the use of pipettes and burettes), filtering, filling, polariscope tubes, and weighing samples to a set scale;

"labourer" means an employee engaged in one or more of the following operations and/or capacities:—

- (a) Affixing printed or ready-addressed labels on to bottles, boxes, bales or other packages;
- (b) anti-malarial oil spraying;
- (c) applying tar and/or grease or other preservatives by brush or by hand (excluding the painting of roofs and buildings, and the application of bitumen and bitumen emulsions to roads and buildings);
- (d) assisting on delivery vans;
- (e) bagasse baling operator's assistant;
- (f) breaking down concrete or brickwork and breaking stones or bricks for concrete;
- (g) breaking up metal scrap for foundry, foundry clay and daubing cupola;
- (h) changing points in mill yard sidings under supervision;
- (i) cleaning premises, plant, machinery, implements, tools, utensils, vehicles, or other articles;
- (j) cleaning used bricks;
- (k) cleaning and chipping boilers;
- (l) cleaning tubes by skataskala or by hand;
- (m) collecting or carrying samples and bagasse;
- (n) cooking rations;
- (o) decanting juice by lowering decanting pipes;
- (p) delivering messages, letters or goods other than by a motor vehicle;
- (q) digging or taking out stone or soil for foundations, trenches, drains, and channels and filling bags with soil and sand bagging of dams;
- (r) feeding or taking off;
- (s) feeding sulphur to rotary or other furnace by hand;
- (t) feeding lime to mixers and applying water from water tap or hose pipe;
- (u) felling trees and cutting wood;
- (v) filling of moulds with sand for castings, cleaning castings, and cutting off runners with hacksaw;
- (w) filling or emptying juice and syrup tanks by removing or replacing plugs;
- (x) fixing tarpaulins to trucks;
- (y) flag boy at tramline crossings;
- (z) gardening;
- (aa) holding up and carrying wood for a machinist;
- (bb) holding up work for an artisan, mechanic, handyman or building worker, grade II;
- (cc) knocking out split pins and pins from chains;
- (dd) levelling filter cake by shovel in dump;
- (ee) lime washing and cement washing in and about the factory yard, non-European quarters and latrines;
- (ff) loading and unloading;
- (gg) making, maintaining, or drawing fires and/or removing refuse or ashes or stoking;
- (hh) making tea or other beverages;
- (ii) mixing phosphoric acid paste and applying water from water tap or hose pipe;
- (jj) moving, carrying, stacking or lifting;
- (kk) off-loading and tipping cane on to cane carrier, except power controlled;
- (ll) oiling or greasing machinery and vehicles other than motor vehicles;
- (mm) opening or closing doors or boxes, bales, packages or other containers;
- (nn) operating a hand hoist or a cane grab by hand;
- (oo) opening and shutting acetylene and oxygen cylinder valves under instructions of welder;
- (pp) opening and closing auto-filters and juice heaters for the purpose of washing and cleaning under supervision of a juice preparer or higher grade employee;
- (qq) patrolling pipe line for leaks;
- (rr) petrol filling, draining oil sumps and/or filling, pumping of air and filtering used oil;
- (ss) pumping water by hand pump;
- (tt) pushing or pulling a manually propelled vehicle;
- (uu) removing, emptying, cleaning or replacing sanitary pails;
- (vv) removing, excavating stone and soil;
- (ww) removing, filling and/or replacing batteries;
- (xx) scraping, chipping rust, filing rough work and the using of sand and emery paper;
- (yy) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels, and mixing clay and making hollow or solid blocks by hand press or hand moulds;

„sabbereider”, ’n werknemer wat onder toesig van ’n fabriekstoesighouer, chemikus of assistent- of bankchemikus, roetine-toetse uitvoer in verband met die verheldering van sap;

„sabbereidershulp”, ’n werknemer, uitgesonderd ’n arbeider, wat die sabbereider met die uitvoering van sy pligte behulpsaam is;

„laboratoriumbediener”, ’n werknemer wat monsters vir ontleding berei (wanneer pipette en burette by die bereiding gebruik word), waardes vasstel, hidrometerlesings doen en dit aanteken;

„laboratoriumbediener se assistent”, ’n werknemer, uitgesonderd ’n arbeider, wat monsters vir ontleding berei (wanneer pipette en burette nie by die bereiding gebruik word nie), filtreer, polariskoopbuise vul, en monsters op ’n gestelde skaal weeg;

„arbeider”, ’n werknemer wat een of meer van onderstaande werksaamhede verrig en/of hoedanighede uitoefen:—

- (a) Gedrukte of geadresseerde etikette aan bottels, kiste, bale of ander pakkies aanbring;
- (b) anti-malariaolie spuit;
- (c) teer en/of ghries of ander bewaringsmiddels met ’n kwas of met die hand aanwend (uitgesonderd dakke en geboue verf), en bitumen en bitumenemulsies op paaie en geboue aanwend;
- (d) op afleweringswaens behulpsaam wees;
- (e) bediener van begassebaalmasjien se hulp;
- (f) beton- of baksteenwerk sloop en klippe of bakstene vir beton breek;
- (g) metaalafval vir gieterydoeleindes opbreek, gietklei opbreek en gieteryoond smeer;
- (h) punte van spore in meulwerfisylyne onder toesig wissel;
- (i) persele, installasie, masjinerie, gereedskap, werktuie, voertuie of ander artikels skoonmaak;
- (j) gebruikte bakstene skoonmaak;
- (k) stoomketels skoonmaak en ontkalk;
- (l) buise met skataskala of met die hand skoonmaak;
- (m) monsters en begasse versamel of dra;
- (n) rantsoene kook;
- (o) sap uitgiet deur gietpype te laat sak;
- (p) boodskappe, briewe of goedere, behalwe per motorvoertuig, aflewer;
- (q) klippe of grond vir fondamente, slote, afvoerslote en kanale grawe of uithaal, sakke met grond vul en sand-sakke vir damme pak;
- (r) voer of wegneem;
- (s) swawel met die hand in ’n draai- of ander oond voer;
- (t) mengers met kalk voer en water uit kraan of spuit-slang byvoeg;
- (u) bome afdak en hout kap;
- (v) vorms met sand vir gietwerk vul, gietstukke skoonmaak, en rande met ystersaag verwyder;
- (w) sap- en strooptenks vul of leegmaak deur proppe te verwyder of in te sit;
- (x) seile aan trokke vasmaak;
- (y) vlagjong by tremspooroorgange;
- (z) tuinmaak;
- (aa) hout vir ’n masjienwerker vashou en dra;
- (bb) werk vir ’n ambagsman, werktuigkundige, handlanger of bouwerker graad II, vashou;
- (cc) splitpenne en penne uit kettings uitslaan;
- (dd) filtermateriaal in ’n hoop met ’n graaf gelyk maak;
- (ee) in en om die fabriek, werf, nie-blanke kwartiere en latrines met kalk wit en met sementmengsel bestryk;
- (ff) oplaai en aflaai;
- (gg) vuurmaak, vure aan die brand hou of uitkrap en/of vuilgoed of as verwyder of vure stook;
- (hh) tee of ander drankte maak;
- (ii) fosforsuurpap aanmaak en water uit waterkraan of spuitslang byvoeg;
- (jj) goedere vervoer, dra, stapel of optel;
- (kk) suikerriet aflaai en riethouers omkantel op suikerrietvervoerband, behalwe waar kragaandrywing toegepas word;
- (ll) masjinerie en voertuie, behalwe motorvoertuie, olie en smeer;
- (mm) deure of kiste, bale, pakkette of ander houers oopmaak of toemaak;
- (nn) handligter of kraanvanghaak met die hand bedien;
- (oo) asetileen- en suurstofsilinderkleppe op bevel van sweiser oop- en toemaak;
- (pp) outofiltreerders en sapverhitters oop- en toemaak ten einde hulle onder toesig van ’n sabbereider of werknemer van hoër graad te was en skoon te maak;
- (qq) pyplyn patrolleer met die oog op lekplekke;
- (rr) petrol ingooi, masjienoliebakke leeg- en/of volmaak, lug pomp en gebruikte olie filtreer;
- (ss) water met handpomp pomp;
- (tt) ’n handvoertuig stoot of trek;
- (uu) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;
- (vv) klippe en sand verwyder, uitgrawe;
- (ww) batterye verwyder, vul en/of terugsit;
- (xx) skraap, roes afmaak, ruwe werk glad vyl, en skuur- en poeleerpapier gebruik;
- (yy) met ’n graaf materiaal in dagha- of betonmengmasjiene ingooi of daaruit haal, en dagha of beton met die hand grawe meng, en klei meng en hol of soliede blokke vorm met ’n handpers of -vorm;

- (zz) sorting packages and parcels, wrapping parcels;
 (aaa) stencilling and/or marking boxes, bales or other packages;
 (bbb) tending animals;
 (ccc) unpacking goods;
 (ddd) washing factory workers' clothing, such as overalls, etc., by hand;
 (eee) washing filter cloths and sacks;

"law" includes the common law;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving 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;

"part-time motor vehicle driver" means an employee engaged in driving a motor vehicle for not more than four hours in the aggregate on any day and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver whilst he is in charge of the vehicle on work connected with the vehicle or the load;

"platen hand" means an employee who sets up type on the platen and operates a hand printing press or multigraph machine;

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

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

"switchboard operator" means an employee, who, under the supervision of a shift engineer, attends to a switchboard and/or operates switches and/or records meter readings and/or operates prime movers in the power house;

"tester" means an employee, who, under the supervision of a chemist or assistant chemist, prepares samples, makes initial and routine tests and records the results thereof;

"tester, qualified," means a tester who has had not less than one year's experience;

"tester, unqualified," means a tester who has had less than one year's experience;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6;

"weighbridge attendant" means an employee, other than a clerical employee or factory clerk, who operates the weighbridge records all necessary particulars of trucks, including weights, contents, consignee, type of cane, etc.

4. REMUNERATION.

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

- (zz) pakkette en pakkies sorteer en toedraai;
 (aaa) kiste, bale of ander pakkette sjabloner of merk;
 (bbb) diere versorg;
 (ccc) goedere uitpak;
 (ddd) fabriekwerkers se kler, bv. oorpakke, met die hand was;
 (eee) filterdoeke en -sakke was;
 „wet", ook die gemene reg;
 „motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing is onder „n motorvoertuig dryf" inbegrepe alle tydperke waarin 'n voertuig gedryf word en enige tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig word om op sy pos te bly, gereed om te dryf;
 „deeltydse motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf vir hoogstens vier uur altesame op 'n dag, en vir die toepassing van hierdie omskrywing is onder „n motorvoertuig dryf" inbegrepe alle tydperke waarin 'n voertuig gedryf word en enige tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag;
 „drukkershandlanger", 'n werknemer wat drukletters op die platpers in gereedheid bring en 'n handdrukkers of veelskryfmasjien bedien;
 „korttyd", 'n tydelike vermindering in die getal gewone werkeure weens 'n algemene onklaarmaking van installasie of masjinerie veroorsaak deur 'n ongeluk, vloed of ander onvoorsiene noodgeval of deur 'n slapte in die bedryf of 'n tekort aan grondstowwe;
 „Suikervervaardigings- of Raffineernywerheid", die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging en/of raffinering van suiker in inrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;
 „skakelbordbediener", 'n werknemer wat onder toesig van 'n skoffingenieur 'n skakelbord bedien en/of skakelwerk verrig en/of meterlesings aanteken en/of dryfmasjinerie in die kragentrale bedien;
 „toetser", 'n werknemer wat onder toesig van 'n chemikus of assistent-chemikus monsters berei, roetineproewe uitvoer en die uitslag daarvan aanteken;
 „toetser, gekwalifiseer", 'n toetser met minstens een jaar ondervinding;
 „toetser, ongekwalifiseer", 'n toetser met minder as een jaar ondervinding;
 „loon", daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkeure soos in klousule 6 bepaal;
 „weegbrugbediener", 'n werknemer, uitgesonderd 'n klerklike werknemer of fabrieksklerk wat die weegbrug bedien, alle nodige besonderhede in verband met die trokke aanteken, met inbegrip van die gewig, inhoud, geadresseerde, gehalte riet, ens.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van onderstaande klasse van sy werknemers moet betaal, is soos hieronder uiteengesit; met dien verstande dat waar 'n werknemer vir die toepassing van hierdie klousule ingedeel word, daar geag moet word dat hy in die klas val waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	In Areas other than the Municipal Area of Durban and the Magisterial District of Hlabisa.		In the Municipal Area of Durban.		In the Magisterial District of Hlabisa.	
	Per Hour. s. d.	Per Week. £ s. d.	Per Hour. s. d.	Per Week. £ s. d.	Per Hour. s. d.	Per Week. £ s. d.
Assistant sugar pan boiler, qualified.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Assistant sugar pan boiler, unqualified—						
First three months' experience.....	0 10½	2 0 3	0 10½	2 0 3	0 10½	2 0 3
Second three months' experience.....	0 11½	2 4 1	0 11½	2 4 1	0 11½	2 4 1
Third three months' experience.....	1 1	2 9 10	1 1	2 9 10	1 1	2 9 10
Fourth three months' experience.....	1 2½	2 15 7	1 2½	2 15 7	1 2½	2 15 7
Fifth three months' experience.....	1 3½	2 19 5	1 3½	2 19 5	1 3½	2 19 5
Sixth three months' experience.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Provided that in the case of an assistant sugar pan boiler who has had experience as a grade I employee or as a grade II employee, half the period of such experience, but not exceeding one year shall for the purpose of this sub-clause be deemed to be experienced as an assistant sugar pan boiler.						
Crane driver, qualified.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Crane driver, unqualified—						
First three months' experience.....	1 1	2 9 10	1 1	2 9 10	1 1	2 9 10
Second three months' experience.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Handyman.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Motor vehicle driver.....	1 4	3 1 4	1 6½	3 10 11	1 1½	2 11 9
Factory clerk, qualified.....	1 4	3 1 4	1 4½	3 3 3	1 1	2 9 10
Factory clerk, unqualified—						
First three months' experience.....	0 8	1 10 0	0 8½	1 12 7	0 6½	1 4 11
Second three months' experience.....	0 9½	1 16 5	0 10	1 18 4	0 8	1 10 8
Third three months' experience.....	1 0	2 6 0	1 0½	2 7 11	0 10	1 18 4
Fourth three months' experience.....	1 2½	2 15 7	1 3½	2 19 5	1 0	2 6 0

	In Areas other than the Municipal Area of Durban and the Magisterial District of Hlabisa.		In the Municipal Area of Durban.		In the Magisterial District of Hlabisa.	
	Per Hour. s. d.	Per Week. £ s. d.	Per Hour. s. d.	Per Week. £ s. d.	Per Hour. s. d.	Per Week. £ s. d.
Building worker, grade II.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Part-time motor vehicle driver.....	1 0	2 6 0	1 1	2 9 10	0 10	1 18 4
Platen hand.....	1 3½	2 19 5	1 3½	2 19 5	1 3½	2 19 5
Head sirdar or head induna.....	1 4	3 1 4	1 4½	3 3 3	1 1	2 9 10
Telephone switchboard operator.....	0 10½	2 0 3	0 11	2 2 2	0 8½	1 12 7
Tester, qualified.....	1 9	4 0 6	1 9	4 0 6	1 9	4 0 6
Tester, unqualified—						
First six months' experience.....	1 2½	2 15 7	1 2½	2 15 7	1 2½	2 15 7
Second six months' experience.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Weighbridge attendant.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Grade I employee.....	1 0	2 6 0	1 0½	2 7 11	0 10	1 18 4
Grade II employee.....	0 9½	1 16 5	0 10	1 18 4	0 8	1 10 8
Labourer other than female labourer, exclusively engaged in mending cleaning and bundling sacks—						
(1) Of the age of 18 years and over.....	0 6½	1 4 11	0 8½	1 12 7	0 5½	1 1 1
(2) Under the age of 18 years.....	0 4½	0 17 3	0 5½	1 1 1	0 3½	0 14 4½
Female labourer, exclusively engaged in mending, cleaning and bundling sacks.....	0 5	0 19 2	0 6	1 3 0	0 4½	0 16 3½
Driver of an animal-drawn vehicle, operator of a good lift or hoist— not less than the weekly wage prescribed for a labourer of the age of eighteen years and over and in the area in which he is employed, plus two shillings and sixpence per week.						
Casual employee—for each day or part of a day of employment one-fifth of the highest weekly wage prescribed for an employee in the same area performing the same class of work as the casual employee is required to perform.						

	In ander gebiede as die munisipale gebied Durban en die landdrosdistrik Hlabisa.		In die munisipale gebied Durban.		In die landdrosdistrik Hlabisa.	
	Per uur. s. d.	Per week. £ s. d.	Per uur. s. d.	Per week. £ s. d.	Per uur. s. d.	Per week. £ s. d.
Assistent-suikerpankoker, gekwalifiseer.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Assistent-suikerpankoker, ongekwalifiseer—						
Eerste drie maande ondervinding.....	0 10½	2 0 3	0 10½	2 0 3	0 10½	2 0 3
Tweede drie maande ondervinding.....	0 11½	2 4 1	0 11½	2 4 1	0 11½	2 4 1
Derde drie maande ondervinding.....	1 1	2 9 10	1 1	2 9 10	1 1	2 9 10
Vierde drie maande ondervinding.....	1 2½	2 15 7	1 2½	2 15 7	1 2½	2 15 7
Vyfde drie maande ondervinding.....	1 3½	2 19 5	1 3½	2 19 5	1 3½	2 19 5
Sesde drie maande ondervinding.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Met dien verstande dat in die geval van 'n assistent-suikerpankoker wat ondervinding as 'n werknemer, graad I of graad II, opgedoen het, die helfte van die tydperk van sodanige ondervinding, maar van hoogstens een jaar, vir die toepassing van hierdie subklousule as ondervinding as 'n assistent-suikerpankoker beskou word.						
Hyskraanbediener, gekwalifiseer.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Hyskraanbediener, ongekwalifiseer—						
Eerste drie maande ondervinding.....	1 1	2 9 10	1 1	2 9 10	1 1	2 9 10
Tweede drie maande ondervinding.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Handlanger.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Motorvoertuigdrywer.....	1 4	3 1 4	1 6½	3 10 11	1 1½	2 11 9
Fabrieksklerk, gekwalifiseer.....	1 4	3 1 4	1 4½	3 3 3	1 1	2 9 10
Fabrieksklerk, ongekwalifiseer—						
Eerste drie maande ondervinding.....	0 8	1 10 9	0 8½	1 12 7	0 6½	1 4 11
Tweede drie maande ondervinding.....	0 9½	1 16 5	0 10	1 18 4	0 8	1 10 8
Derde drie maande ondervinding.....	1 0	2 6 0	1 0½	2 7 11	0 10	1 18 4
Vierde drie maande ondervinding.....	1 2½	2 15 7	1 3½	2 19 5	1 0	2 6 0
Bouwerker, graad II.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Deeltydse motorvoertuigdrywer.....	1 0	2 6 0	1 1	2 9 10	0 10	1 18 4
Platpersbediener.....	1 3½	2 19 5	1 3½	2 19 5	1 3½	2 19 5
Hoofsirdar of hoofindona.....	1 4	3 1 4	1 4½	3 3 3	1 1	2 9 10
Telefoonskakelbordbediener.....	0 10½	2 0 3	0 11	2 2 2	0 8½	1 12 7
Toetser, gekwalifiseer.....	1 9	4 0 6	1 9	4 0 6	1 9	4 0 6
Toetser, ongekwalifiseer—						
Eerste ses maande ondervinding.....	1 2½	2 15 7	1 2½	2 15 7	1 2½	2 15 7
Tweede ses maande ondervinding.....	1 5	3 5 2	1 5	3 5 2	1 5	3 5 2
Weegbrugbediener.....	1 6½	3 10 11	1 6½	3 10 11	1 6½	3 10 11
Werknemer, graad I.....	1 0	2 6 0	1 0½	2 7 11	0 10	1 18 4
Werknemer, graad II.....	0 9½	1 16 5	0 10	1 18 4	0 8	1 10 8
Arbeider, uitgesonderd 'n vroulike arbeider, wat uitsluitlik sakke heel- en skoonmaak en bondels maak—						
(1) Van agtien jaar en ouer.....	0 6½	1 4 11	0 8½	1 12 7	0 5½	1 1 1
(2) Onder agtien jaar.....	0 4½	0 17 3	0 5½	1 1 1	0 3½	0 14 4½
Vroulike arbeider, wat uitsluitlik sakke heel- en skoonmaak en bondels maak.....	0 5	0 19 2	0 6	1 3 0	0 4½	0 16 3½
Drywer van 'n dierevoertuig, bediener van goederehyser of ligter, —minstens die weekloon voorgeskryf vir 'n arbeider van agtien jaar oud en ouer en in die gebied waarin hy in diens is, plus twee sjelings en ses pennies per week.						
Los werknemer—vir elke dag of deel van 'n dag diens, een vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde soort werk verrig as wat van die los werknemer vereis word.						

(2) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 5 (6) and clause 15 (1) (A), an employee shall be paid in respect of a week, not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

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

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

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

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

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

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

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

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

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident, or pension funds;
- (a) *bis* with the written consent of his employee, a deduction for contributions to the funds of a registered trade union;
- (b) save as provided in clause 9 (1) (ii) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens soos bepaal in subklousule (3) en klousule 5 (6) en klousule 15 (1) (A) moet aan 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos voorgeskryf in subklousule (1) vir 'n werknemer van sy klas en gebied, betaal word, ongeag of hy in daardie week die maksimum getal gewone ure, voorgeskryf in klousule 6 (1) of minder gewerk het.

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

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas,

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

- (i) Een-sesde van die hoër loon in die geval genoem in paragraaf (a);
- (ii) een-sesde van die loon soos voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, plus twintig persent, in die geval genoem in paragraaf (b);

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

(4) *Berekening van maandloon.*—As die loon aan 'n werknemer verskuldig, ingevolge klousule 5 (1) maandeliks betaal word, moet die loon bereken word teen 4½ maal die loon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(5) *Voorbehoud.*—Niks in hierdie Ooreenkoms kan die netto kontantloon of -salaris verminder wat aan 'n werknemer betaal is op die datum waarop hierdie Ooreenkoms in werking tree nie.

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

5. BETALING VAN BESOLDIGING.

(1) *'n Ander werknemer as 'n los werknemer.*—Behoudens die bepalings van klousule 7 (3) moet elke bedrag wat aan 'n werknemer verskuldig is, maandeliks of, by ooreenkoms, weekliks in kontant betaal word gedurende die werkure of binne vyftien minute nadat die werk gestaak is op die gewone betaaldag van die inrigting, wat moet val voor of op die derde dag van die maand of die derde dag van die week wat volg op dié ten opsigte waarvan betaling gedoen word, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en moet bevat wees in 'n koevert of ander houër met vermelding daarop van die werkgewer en werknemer se name, die werknemer se werk, die getal gewone en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling gedoen word.

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

(3) *Premies.*—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

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

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en in die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of plek wat deur hom aangewys word, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer kan sy werknemer geen boetes of enige bedrag van sy besoldiging aftrek nie, behalwe onderstaande:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, siekte-, versekerings-, voorsorg- of pensioen-fondse;
- (a) *bis* met die skriftelike toestemming van sy werknemer, 'n aftrekking vir bydraes tot die fonds van 'n geregistreerde vakvereniging;
- (b) behalwe soos bepaal in klousule 9 (1) (ii), as sy werknemer van sy werk af wegbly, of afwesig is weens ongeluk of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (c) 'n bedrag wat 'n werkgewer ingevolge 'n wet of bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;

- (d) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept from his employer board or rations and/or lodging, a deduction not exceeding the amount specified hereunder:—

	Per Week.		Per Month.	
	s.	d.	£	s. d.
Board or rations	3	0	0	13 0
Lodging	2	0	0	8 8
Board or rations and lodging	5	0	1	1 8

provided that, if the lodging supplied to the employee is a self-contained house, a rental to be agreed upon between the employer and employee subject to a maximum rental of £2. 10s. 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;

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

- in the case of short-time arising out of temporary slackness of trade, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- in the case of short-time arising out of a general breakdown of plant or machinery, due to accident or other unforeseen emergency in respect of the first hour not worked;

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

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

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

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

- forty-six hours in any week from Monday to Saturday, inclusive;
- eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on each of the other days shall not exceed eight and a half on any day;

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

- forty-six hours in any week from Monday to Friday, inclusive;
- nine and a quarter in any day.

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

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

- 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-clause (1) shall be deemed to be overtime.

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

- (i) for more than 4 hours in any day;
 - (ii) for more than 10 hours in any week;
- (b) in the case of a female on more than three consecutive days or on more than sixty days in any year.

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

- in the case of an employee, other than a casual employee one and one-half times the weekly wage prescribed for an employee of his class in clause 4 (1), divided by 46;
- in the case of a casual employee one and one-third times the wage prescribed for a casual employee in clause 4 (1), divided by 8.

(8) *Savings.*—The provisions of this clause shall not apply to a policeman or watchman; the provisions of sub-clause (4) shall not apply to an employee engaged in transport, and the provisions of sub-clause (3) and (6) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work.

- (d) as 'n werknemer instem of ingevolge die Naturelle (Stads-gebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingwet, 1911, verplig is om van sy werkgewer kos of rantsoene en/of inwoning aan te neem, hoogstens die bedrae hieronder—

	Per week.		Per maand.	
	s.	d.	£	s. d.
Losies of rantsoene	3	0	0	13 0
Inwoning	2	0	0	8 8
Losies of rantsoene en inwoning	5	0	1	1 8

met dien verstande dat as die huis wat aan 'n werknemer verskaf word 'n alleenstaande huis is, die werkgewer en werknemer oor 'n bedrag moet ooreenkom onderworpe aan 'n maksimum huurgeld van £2. 10s. per maand; ingeval die werkgewer en werknemer nie oor die huurgeld kan ooreenkom nie, die saak verwys moet word na die Raad wat die bedrag wat afgetrek moet word, moet vaststel;

- (e) as die gewone werkure voorgeskryf in klousule 6 (1) verminder word weens korttyd, ten opsigte van elke uur van die vermindering een ses-en-veertigste van die weekloon voorgeskryf in klousule 4; met dien verstande dat geen bedrag afgetrek mag word—

- in die geval van korttyd wat ontstaan uit tydelike slapte in die bedryf, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het, van sy voorname om die gewone werkure aldus te verminder;
- in die geval van korttyd weens 'n algemene onklaar-raking van installasie of masjinerie weens ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur waarin nie gewerk word nie;

- (f) kortings vir Raadsheffings soos voorgeskryf in artikel 18 van hierdie Ooreenkom.

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

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

- (a) in die geval van 'n inrigting waarin 'n sesdaagse week gewerk word—

- 46 uur per week van Maandag tot en met Saterdag;
- agt uur per dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op elk van die ander dae hoogstens agt-en-'n-half per dag moet wees;

- (b) in die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word—

- 46 uur per week van Maandag tot en met Vrydag;
- 9½ uur per dag.

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

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

- as die pouse langer as een uur duur, die tydperk wat dit langer as 'n uur en 'n kwart duur, as gewone werkure beskou word;
- werktidperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou moet word.

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

(5) *Oortyd.*—Alle tyd wat bo en behalwe die getal ure soos ten opsigte van 'n dag of 'n week in subklousule (1) voorgeskryf, gewerk word, moet as oortyd gereken word.

(6) *Beperking van oortyd.*—'n Werkgewer kan sy werknemer nie verplig of toelaat om—

- (i) vir meer as 4 uur op 'n dag;
 - (ii) vir meer as 10 uur in 'n week;
- (b) in die geval van 'n vrou, op meer as drie agtereenvolgende dae, of meer as 60 dae in 'n jaar oortyd te werk nie.

(7) *Betaling vir oortyd.*—'n Werkgewer moet vir alle oortyd wat deur sy werknemer gewerk word, hom teen 'n uurloon van minstens onderstaande betaal:—

- In die geval van 'n ander werknemer as 'n los werknemer, 1½ maal die weekloon soos vir 'n werknemer van sy klas voorgeskryf in klousule 4 (1), gedeel deur 46;
- in die geval van 'n los werknemer, 1½ maal die loon soos vir 'n los werknemer voorgeskryf in klousule 4 (1), gedeel deur 8;

(8) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie op 'n polisiedienaar of wag van toepassing nie; die bepalinge van subklousule (4) is nie op 'n werknemer wat vervoerwerk doen van toepassing nie, en die bepalinge van subklousules (3) en (6) is nie van toepassing nie op 'n manlike werknemer wat werk verrig wat deur 'n onklaar-raking van installasie of masjinerie of ander onvoorsiene noodgeval genoodsaak is, of in verband met die nasien of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

7. ANNUAL LEAVE.

(1) An employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave of absence; and in respect of each week thereof the employer shall pay to such employee an amount not less than the weekly wage which he was receiving immediately before commencement of such leave, provided that an employee whose wage during the off-season is reduced, shall be paid on the basis of his average weekly earnings during the preceding year.

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

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave, nor with any period during which an employee is absent from work for the purpose of receiving free medical treatment or hospitalisation, in terms of clause 9 (1) or during which he is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Easter Monday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day, be added as a further period of leave on full pay;
- (iv) an employer may set off against the period of annual leave, any days of occasional leave with full pay granted to his employee at the employee's request, during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any successive year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall upon such termination be paid in respect of each completed month of such period of less than one year, in respect of the employee specified in clause 4 (1) not less than one-sixth of the weekly wage, which he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clause (1) and clause 8 (1);
- (b) in terms of clause 9 undergoing medical treatment, or is absent on sick leave;
- (c) required to undergo continuous peace training in terms of section sixty-four of the South Africa Defence Act, 1912, amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence—
 - (i) in the case of an employee who had before the coming into force of this Agreement, become entitled to leave in terms of the Factories, Machinery and Building Work Act, 1941, or in terms of Wage Determination No. 98, from the date on which such employee became entitled to such leave under such Act;
 - (ii) in the case of an employee who was in employment before the date of commencement of this Agreement, and to whom the Factories, Machinery and Building Work Act, 1941, or Wage Determination No. 98 applied, but who had not become entitled to leave in terms thereof from the date on which such employment commenced;
 - (iii) in the case of any other employee, from the date such employee entered his employer's service, or from the date of coming into force of this Agreement, whichever is the later;

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 correspondingly reduced.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Payment for work on Sundays and Public Holidays.—

- (a) Whenever an employee, other than a casual employee, works on a Sunday or on any of the days referred to in sub-clause (1) his employer shall either:—
 - (i) Pay to him not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by three; or

7. JAARLIKSE VERLOF.

(1) 'n Werkgever moet aan sy werknemer ten opsigte van elke voltooide jaar diens by hom, twee agtereenvolgende weke verlof toestaan, en ten opsigte van elke week daarvan moet die werkgever aan so 'n werknemer 'n bedrag van minstens die weeklikse besoldiging betaal wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande dat 'n werknemer wie se besoldiging tydens die slap tyd 'n vermindering ondergaan het, op 'n basis van sy gemiddelde weeklikse lone, gedurende die vorige jaar, besoldig moet word.

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

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;
- (ii) die verlof nie mag saamval met siekteverlof of met enige tydperk wat die werknemer van werk afwesig is ten einde kostelose geneeskundige of hospitaalbehandeling ingevolge klousule 9 (1) te ontvang of te ondergaan, of wanneer hy verplig is om opleiding ingevolge die Verdedigingswet, 1957, te ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Geloftedag of Kersdag binne die verlof val, nog 'n dag ter vervanging van elke openbare vakansiedag, as 'n verdere verloftydperk met volle betaling bygevoeg moet word;
- (iv) 'n werkgever alle dae geleentheidsverlof met volle betaling wat op sy werknemer se versoek gedurende die diensjaar waarop die jaarlikse verlof betrekking het, toegestaan is, van die jaarlikse verloftydperk kan aftrek.

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

(4) Aan 'n Werkgever wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgever eindig voordat die verloftydperk genoem in subklousule (1) opgeloop het, moet by beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar, ten opsigte van 'n werknemer, genoem in klousule 4 (1) minstens 'n kwart van die weekloon, en in die geval van alle ander werknemers, minstens een-sesde van die weekloon wat hy onmiddellik voor die datum van beëindiging ontvang het, betaal word.

(5) Aan 'n werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1), en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging in plaas van verlof, die bedrag genoem in subklousule (1) betaal word.

(6) Vir die toepassing van hierdie klousule word dit beskou dat onder die uitdrukking „diens” inbegrepe is enige tydperk of tydperke waarin 'n werknemer—

- (a) ingevolge subklousule (1) en klousule 8 (1) met verlof afwesig is;
- (b) ingevolge klousule 9 geneeskundige behandeling ontvang of met siekteverlof afwesig is;
- (c) ingevolge artikel vier-en-sestig van die Verdedigingswet, 1957, onafgebroke vredesopleiding moet ondergaan;

wat gesamentlik hoogstens tien weke in 'n jaar beloop en daar moet geag word dat dit soos volg begin:—

- (i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvasstelling No. 98, tot verlof geregtig geword het, van die datum waarop werknemer ingevolge dié Wet tot verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvasstelling No. 98 van toepassing was, maar wat nog nie ingevolge daarvan tot verlof geregtig geword het nie, van die datum waarop diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum waarop die werknemer by sy werkgever diens aanvaar het; of na gelang van die jongste datum, van die datum waarop hierdie Ooreenkoms van krag word;

met dien verstande dat as die opleidingstyd van 'n werknemer ingevolge die Verdedigingswet, 1957, in enige jaar minder as dertig dae is, die tydperk van tien weke dienooreenkomstig verminder moet word.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet, benewens die verlof voorgeskryf in klousule 7, aan sy werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Geloftedag en Kersdag; met dien verstande dat 'n werkgever van sy werknemer kan vereis om op enige sodanige dag of dae te werk.

(2) Betaling vir werk op Sondag en openbare vakansiedae:—

- (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, ook al werk op 'n Sondag of enigeen van die dae in subklousule (1) genoem, moet sy werkgever hom—
 - (i) of minstens die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas, betaal, gedeel deur drie,

- (ii) Pay to him not less than one and one-third times the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by forty-six for each hour or part of an hour so worked, and grant to him within seven days of such Sunday or day referred to in sub-clause (1), one day's leave and pay to him in respect thereof, not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by six.
- (b) Whenever a casual employee works on a Sunday or on any of the days referred to in sub-clause (1) his employer shall pay to him not less than double the daily wage prescribed in clause 4 (1) for a casual employee.
- (3) Where an employee works more than the usual shift hours on any of the days referred to in sub-clause (1) or Sundays, he shall be paid at the rate of one and a half times the ordinary rate of pay for such overtime.

9. SICKNESS AND SICK LEAVE.

(1) An employer shall either—

- (i) provide free medical attention, and if necessary, free hospitalisation for his employee, his employee's wife and minor unmarried children residing with him, and solely dependent upon him in case of sickness (other than confinement of the employee's wife) for a period not exceeding in the aggregate, one month in any one calendar year in respect of each person, and in the case of sickness of an employee not being due to any wilful misconduct or negligence on his part, the employer shall, for the period during which such employee is certified by the medical practitioner attending him in terms hereof, to be unfit for work, or for one month in the aggregate in any one calendar year, whichever is the shorter—
- (a) supply free of charge to such employee, his wife and children as aforesaid any board or rations which by virtue of an agreement made in terms of clause 5 (6) (d) would have been supplied to such employee had he been at work; and
- (b) remit or obtain the remission of any rental due in respect of any premises hired or occupied by such employee; or
- (ii) grant to his employee, who has completed a period of not less than three months continuous employment with him, and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1934, twelve work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each work day thereof an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such sick leave; provided that the employer may require his employee to produce a certificate signed by a registered medical practitioner, showing the nature of the employee's illness and certifying that he was unfit for work in respect of each period of absence for which payment is claimed.

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

10. PROPORTION OR RATIO.

- (1) An employer shall not employ an unqualified crane driver, factory clerk, or assistant sugar pan boiler, unless he has in his employ a qualified crane driver, factory clerk, or assistant sugar pan boiler.
- (2) An employer shall not employ more than one unqualified crane driver, factory clerk, or assistant sugar pan boiler for each qualified crane driver, factory clerk, or assistant sugar pan boiler respectively employed by him.
- (3) For the purposes of this clause an unqualified crane driver, factory clerk or assistant sugar pan boiler who receives a wage not less than that prescribed in clause 4 (1) for a qualified crane driver, factory clerk, or assistant sugar pan boiler respectively may be deemed to be a qualified crane driver, factory clerk, or assistant sugar pan boiler, as the case may be.

11. INCENTIVE SCHEME.

- (1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in sub-clauses (2) and (3) hereunder.
- (2) Any employer who wishes to introduce an incentive scheme shall set up a joint Committee of representatives of the management and the employees which, after consultation with the trade union party to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(ii) of minstens een en een-derde maal die weekloon betaal wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is, gedeel deur ses-en-veertig, vir elke uur of gedeelte van 'n uur aldus gewerk, en aan hom binne sewe dae vanaf sodanige Sondag of dag in subklousule (1) genoem, een dag verlof toestaan, en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is, gedeel deur ses.

(b) Wanneer 'n los werknemer ook al op 'n Sondag of op enigeen van die dae in subklousule (1) genoem, werk, moet sy werkgever aan hom minstens dubbel die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf is.

(3) Wanneer 'n werknemer op 'n openbare vakansiedag of Sondag meer as die gewone skofure werk, moet hy vir sodanige oortyd teen 1½ maal die gewone loonskaal betaal word.

9. SIEKTE EN SIEKTEVERLOF.

(1) 'n Werkgever moet of—

- (i) kostelose geneeskundige behandeling en, indien nodig, kostelose hospitaalbehandeling verskaf vir sy werknemer, sy werknemer se vrou en minderjarige ongetroude kinders wat by hom inwoon en uitsluitlik van hom afhanklik is ingeval van siekte (behalwe bevallings van die werknemer se vrou) vir 'n tydperk van altesaam hoogstens een maand in elke kalenderjaar, ten opsigte van elke persoon, en in die geval van siekte van 'n werknemer wat nie deur moedswillige wangedrag of nalatigheid aan sy kant veroorsaak is nie, moet die werkgever vir die tydperk wat die werknemer deur die geneesheer wat hom ingevolge hiervan behandel, gesertifiseer word as ongeskik vir werk of, na gelang van die kortste tydperk, vir altesaam een maand in elke kalenderjaar—
- (a) die werknemer, sy vrou en kinders soos bo genoem, kosteloos voorsien van die kos of rantsoene wat ingevolge 'n ooreenkoms aangegaan ingevolge klousule 5 (6) (d) aan die werknemer verskaf sou gewees het as hy by die werk was; en
- (b) huurgeld wat ten opsigte van 'n perseel wat deur die werknemer gehuur of geokkupeer word, verskuldig is, kwytstel of die kwytstelling daarvan bewerkstellig; of,
- (ii) aan sy werknemer wat weens siekte of ongeluk nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Werkmense Skadeloosstellingwet, 1934, betaalbaar is, altesaam twaalf werkdag siekteverlof gedurende elke jaar diens by hom toestaan en hom ten opsigte van elke werkdag daarvan minstens een-sesde betaal van die weekloon wat hy onmiddellik voor die aanvang van die siekteverlof ontvang het; met dien verstande dat die werkgever van sy werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is, die aard van die werknemer se siekte vermeld en sertifiseer dat hy ongeskik vir werk was ten opsigte van elke afwesigheids-tydperk waarvoor betaling geëis word.

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

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker in diens neem nie, tensy hy 'n gekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker in sy diens het.

(2) 'n Werkgever mag nie meer as een ongekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker in diens neem nie vir onderskeidelik elke gekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker wat by hom in diens is.

(3) Vir die toepassing van hierdie klousule moet 'n ongekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker wat 'n loon van minstens die besoldiging wat voorgeskryf is in klousule 4 (1) onderskeidelik vir 'n gekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker ontvang, beskou word as 'n gekwalifiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker, na gelang van die geval.

11. AANSPORINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as waartoe hy ingevolge klousule 4 geregtig is nie, kan 'n werkgever 'n werknemer se loon baseer op die hoeveelheid werk wat hy doen; met dien verstande dat so 'n loonstelsel slegs toegelaat word in die vorm van 'n aansporingskema waarvan die voorwaardes vasgestel is soos in subklousules (2) en (3) hieronder voorgeskryf.

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

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

12. LOG-BOOK.

(1) Every employer shall provide a log-book with duplicate folios for the use of each motor vehicle driver or part-time motor vehicle driver in his employ as nearly as practicable in the following form:—

Daily Log.

Name of employer.....
 Name of driver.....
 Time of starting work..... a.m./p.m.
 Time of finishing work..... a.m./p.m.
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hour from..... a.m./p.m. to..... a.m./p.m.
 Breakdowns, accidents, and/or other delays.....

Signature of Driver.

(2) Every driver upon being provided with the log-book referred to in sub-clause (1) unless precluded from doing so by sickness or other unavoidable cause, shall complete the log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the completed copy of the daily log for three years after the date of its completion.

13. PROTECTIVE CLOTHING AND APPLIANCES.

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

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

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

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

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (A) in the case of an employee employed in the Municipal area of Durban—48 hours notice;
- (B) in the case of an employee employed in all other areas—one week's notice,

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

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

which the employee was receiving immediately before the date of such termination: Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides of longer than 48 hours or of one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the date on which it is given; provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7 or on sick leave or is receiving free medical attention or hospitalisation in terms of clause 9.

16. CERTIFICATE OF SERVICE.

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

(3) Die voorwaardes van so 'n aansporingskeima en enige latere wysiging wat die komitee goedkeur, moet op skrif gestel en deur die komiteede onderteken word en mag nie deur die komitee gewysig of deur een van die partye beëindig word nie tensy die ander party die skriftelike kennisgewing ontvang het waarvoor ooreengekom is by die sluiting van die Ooreenkoms.

12. LOGBOEK.

(1) Elke werkgewer moet vir die gebruik van motorvoertuigdrywers of deelytse motorvoertuigdrywers in sy diens 'n logboek met duplikaatblaaie, so na as moontlik in onderstaande vorm, verskaf:—

Daaglikse Log.

Naam van werkgewer.....
 Naam van voertuigdrywer.....
 Begintyd van werk..... vm./nm.
 Stakingstyd van werk..... vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstyd van..... vm./nm. tot..... vm./nm.
 Onklaarrakings, ongelukke en/of ander oponthoude.....

Handtekening van drywer.

(2) Elke drywer wat van die logboek, genoem in subklousule (1), voorsien word, moet, tensy hy weens siekte of ander onvermydelike oorsaak verhinder word, die daaglikse log in duplo invul ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgewer oorhandig.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log vir drie jaar na die voltooiing daarvan hou.

13. BESKERMENDE KLERE EN TOESTELLE.

(1) 'n Werkgewer wat sy werknemer verplig om 'n uniform, oorpak of ander beskermende klerre te dra of om beskermende toestelle te gebruik of te dra, of wat wetlik verplig is om sodanige uniform, oorpak, beskermende klerre, of toestel te verskaf, moet hulle kosteloos verskaf en in goeie toestand hou.

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

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

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

15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet soos volg kennis gee:—

- (A) In die geval van 'n werknemer in diens in die munisipale gebied Durban, 48 uur;
- (B) in die geval van 'n werknemer in diens in alle ander gebiede, een week,

van sy voorneme om die dienskontrak te beëindig, en moet in plaas daarvan minstens die volgende betaal of verbeur:—

- (a) In die geval van 'n werknemer in diens in die munisipale gebied Durban, minstens die weekloon, gedeel deur drie;
- (b) in die geval van 'n werknemer in diens in alle ander gebiede, minstens die weekloon,

wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: met dien verstande dat dit nie die volgende sal raak nie:—

- (i) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig om enige rede wat by wet as voldoende beskou word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye van langer as 45 uur of van een week.

(2) As 'n ooreenkoms ooreenkomstig die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling in plaas van opsegging in verhouding wees met die diensopseggingstermyn waarvoor ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1) gaan in op die datum waarop dit gegee word; met dien verstande dat geen kennis gegee kan word terwyl die werknemer kragtens klousule 7 met jaarlikse verlof is, of kragtens klousule 9 vrye geneeskundige of hospitaalbehandeling ontvang of met siekteverlof is nie.

16. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enige van sy werknemers, behalwe 'n los werknemer, op versoek van dié werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die skaal van besoldiging of die datum van beëindiging vermeld.

17. EXEMPTIONS.

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

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

18. EXPENSES OF THE COUNCIL.

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

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

19. ADMINISTRATION OF AGREEMENT.

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

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

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

The Industrial Council for the Sugar Manufacturing and Refining Industry.

W. K. BUCHANAN,
Chairman of the Council.

R. R. PILLAY,
Member of the Council.

J. M. BURROWS,
Secretary of the Council.

Durban, 2nd July, 1958.

No. 790.]

[29 May 1959.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

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

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Sugar Manufacturing and Refining Industry, published under Government Notice No. 789 of the 29th May, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

17. VRYSTELLINGS.

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

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

18. UITGAWES VAN DIE RAAD.

Vir die bestryding van die Raad se uitgawes, moet elke werkgewer—

- (a) van die verdienste van elkeen van sy werknemers genoem in klousule 4 (1), 'n bedrag van twee pennies per week aftrek; en
- (b) by die bedrag wat afgetrek word ingevolge paragraaf (a) 'n gelyke bedrag voeg en die totale bedrag aan die Sekretaris van die Raad stuur, op of voor die sesde dag van elke maand.

19. UITVOERING VAN OOREENKOMS.

(a) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die Ooreenkoms strydig is nie.

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

Nademaal die werkgewer en die vakverenigings die Ooreenkoms wat hierin uiteengesit is, aangegaan het, verklaar ondergetekende gevolmagtigde amptenare van die Raad hierby dat voorgaande die Ooreenkoms is wat aangegaan is, en onderteken hulle hierdie Ooreenkoms.

Die Nywerheidsraad vir die Suikervervaardigings- en Raffineer-nywerheid.

W. K. BUCHANAN,
Voorsitter van die Raad.

R. R. PILLAY,
Lid van die Raad.

J. M. BURROWS,
Sekretaris van die Raad.

Durban, 2 Julie 1958.

No. 790.]

[29 Mei 1959.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

SUIKERVERVAARDIGINGS- EN RAFFINEER- NYWERHEID, NATAL.—(ONGESKOOLDE EN HALFGESKOOLDE ARBEID).

Ek, JOHANNES DE KLERK, 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 bepalings van die Ooreenkoms en kennisgewing in verband met die Suikervervaardigings- en Raffineer-nywerheid, gepubliseer by Goewermentskennisgewing No. 789 van 29 Mei 1959, vir die persone wie se werksure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.