



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. II.]

PRICE 5c.

PRETORIA,

22 DECEMBER
22 DESEMBER

1961.

PRYS 5c.

[No. 140.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1255.]

[22 December 1961.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

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

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that 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 second Monday after the date of publication of this notice and for the period ending 30th April, 1964, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall be binding from the second Monday after the date of publication of this notice, and for the period ending 30th April, 1964, 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 second Monday after the date of publication of this notice and for the period ending 30th April, 1964, the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5 (6) (b) shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1255.]

[22 Desember 1961.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

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

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Suikervervaardigings en -raffineernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 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 van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower 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 van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5 (6) (b), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1964 eindig, in die landdrosdistrikte Eshowe, Hlabisa, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone *mutatis mutandis* bindend is vir alle Nturrelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Nturrelle in hul diens.

M. VILJOEN,
Adjunk-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, as amended, 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 (1) 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 30th April, 1964, 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, as amended;

"artisan or mechanic, including rigger" means an employee who has completed a contract of apprenticeship under the Apprenticeship Act, 1944, as amended, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act, provided that an employee who has been continuously employed on artisan work for a period of not less than five years may be regarded as an artisan if performing artisan's work in terms of this Agreement.

"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 not 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;

BYLAE.

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID.

OOREENKOMS INSAKE ONGESKOOLDE EN HALF- GESKOOLDE ARBEIDERS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur en tussen

The Sugar Manufacturing and Refining Employers' Association (hieronder die „werkgevers" of die „Werkgeversorganisasie" genoem), aan die een kant, en

The 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. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgevers wat lede van die Werkgeversorganisasie is en betrokke is by die Suikervervaardigings- en -raffineernywerheid, en deur alle werknemers wat lede van die Vakvereniging is en vir wie lone in klousule 4 (1) voorgeskryf word, en wat in genoemde Nywerheid in die landdrostrikte Hlabisa, Eshowe, Lower Umfolozi, Mtunzini, Lower Tugela, Inanda, Durban, Pinetown, Umzinto en Port Shepstone werksaam is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag tot 30 April 1964, of vir 'n ander tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms geësig is in die Wet omskryf word, het dieselfde betekenis as in die Wet; waar daar melding van 'n wet gemaak word, word ook alle wysigings daarvan bedoel en, tensy die teenoorgestelde blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts tensy onbestaanbaar met die sinsverband beteken—

„Wet", die Wet op Nywerheidsversoening, 1956, soos gewysig;

„ambagsman of werktuigkundige, met inbegrip van 'n monteur," 'n werknemer wat 'n leerkontrak ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, voltooi het of wat in besit is van 'n sertifikaat van bekwaamheid wat die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat genoemde Registrateur ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik het; met dien verstande dat 'n werknemer wat vir 'n tydperk van minstens vyf jaar ononderbroke die werk van 'n ambagsman verrig het, geag mag word 'n ambagsman te wees indien hy die werk van 'n ambagsman verrig kragtens hierdie Ooreenkoms;

„ambagsman se assistent of handlanger", 'n werknemer, uitgesonderd 'n arbeider, wat aan 'n ambagsman, onderhoudwerker, trokhersteller of faktotum hulp verleen, en wat toegelaat moet word om onder die regstreekse toesig van so 'n ambagsman, onderhoudwerker, trokhersteller of faktotum gereedskap te gebruik;

„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 akkommodasie bou wat uitsluitlik vir bewoning deur nie-Blankes bedoel is;

„los werknemer", 'n werknemer wat hoogstens drie dae per week by dieselfde werkgevers 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 fabrieksofsigter of assistent-fabrieksofsigter 'n masjien bedien wat suiker in klontjies of tablette pers;

„bedryfsinrigting", 'n perseel waarin die Suikervervaardigings- en/of -raffineernywerheid beoefen word;

„ondervinding", met betrekking tot 'n assistent-suikerpankoker, hyskraandrywer, fabrieksklerk of toetser, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as assistent-suikerpankoker, hyskraandrywer, fabrieksklerk of toetser werksaam was;

"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;

"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, St. John Societies, or Die Suid-Afrikaanse Noodhulppliga;

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

"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) overloader;
- (i) power house switchboard operator;
- (j) shunting tractor driver;
- (k) sirdar or induna other than a head sirdar or head induna;
- (l) tippler;
- (m) traverser;

"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) carbonation tank attendant;
- (j) Centrifugal attendant or operator;
- (k) changing wheels, removing wheels or rims, tyres and/or tubes for the repair of punctures, or mending and replacing them;
- (l) char kiln attendant;
- (m) concrete mixer operator;
- (n) coupling, uncoupling and braking of S.A.R. trucks not attached to a locomotive;
- (o) cube and tablet maker;
- (p) drilling holes in iron after iron has been marked off by an artisan or maintenance worker, other than precision work;
- (q) drilling with an artisan or building worker grade II, in attendance;
- (r) erecting and repairing fencing;
- (s) fan engine operator;
- (t) filter operator;
- (u) filter press cloth repairer;
- (v) first-aid attendant, unqualified;
- (w) hot water and liquor tank attendant;
- (x) icing sugar machine operator;
- (y) juice and water scale attendant;
- (z) juice heater operator;
- (aa) juice preparer's assistant;
- (bb) laboratory attendant's assistant;
- (cc) liquor gallery tank attendant;
- (dd) locomotive fireman;
- (ee) oiling and greasing of machinery and vehicles;
- (ff) peck strainer operator;
- (gg) policeman and watchman, other than sirdar or induna;
- (hh) pump operator;
- (ii) rough cutting and punching of sheet iron by hand under direction of a journeyman or an apprentice;
- (jj) roughening mill rollers by carbon arc;
- (kk) revivifier operator;
- (ll) saturation tank attendant;
- (mm) sewing machinist (hand or power);

"fabrieksklerk", 'n werknemer wat onder toesig van 'n chemikus, klerklike werknemer, pakhuisman, pakhuisman se assistent of kampongbestuurder enigeen of meer van onderstaande werksaamhede verrig:—

- (a) Artikels nagaan of tel;
- (b) trokke nagaan en tel of besonderhede daaromtrent aanteken;
- (c) tye wat werknemers 'n fabriek binnekom of verlaat, nagaan of aanteken;
- (d) tolk of vertaal;
- (e) besonderhede betreffende rekvisities vir of die uitreikings van gereedskap of uitrusting aanteken;
- (f) hoeveelhede aanteken;
- (g) artikels weeg of meet;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ondervinding;

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

"eerstehulpwerker", '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;

"eerstehulpwerker, gekwalifiseer," 'n eerstehulpwerker wat beskik oor 'n eerstehulpstasie van of die Rooikruis- of die St. John-vereniging, of die Suid-Afrikaanse Noodhulppliga;

"eerstehulpwerker, ongekwalifiseer," 'n eerstehulpwerker wat nie oor 'n eerstehulpstasie van of die Rooikruis- of die St. John-vereniging of die Suid-Afrikaanse Noodhulppliga beskik nie;

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

- (a) Bediener van verdampstoestel;
- (b) eerstehulpwerker, gekwalifiseer;
- (c) sapbereider;
- (d) laboratoriumwerker;
- (e) kalkoondbediener;
- (f) bestuurder van hoofsuikerrietoertuig;
- (g) drywer van fabrieksmasjiene of bediener van rollerkontroles;
- (h) oorlaaier;
- (i) skakelbordbediener by masjienskamer;
- (j) bestuurder van rangeertrekker;
- (k) sirdar of induna, uitgesonderd 'n hoof-sirdar of hoof-induna;
- (l) tippelaarbediener;
- (m) trokverplaser;

"werknemer, graad II", 'n werknemer wat een of meer van onderstaande werksaamhede verrig of in een of meer van onderstaande hoedanighede in diens is:—

- (a) Alle werksaamhede i.v.m. die oop- en toemaak van krane of kleppe onder toesig;
- (b) ambagsman se assistent of handlangers;
- (c) bestuurder van 'n hulpsuikerrietoertuig;
- (d) bediener van 'n begassevoertuigmasjien;
- (e) bediener van 'n begassebaalmasjien;
- (f) sak om stoompype draai en omwoel;
- (g) bandhersteller;
- (h) opblaastenkbediener;
- (i) karboneringtenkbediener;
- (j) sentrifugewerker of -bediener;
- (k) wiele omruil, wiele of vellings, buite- en/of binnebande verwyder vir herstel van lekke of dit heelmaak en terugplaas;
- (l) sintelooondbediener;
- (m) bediener van betonmenger;
- (n) S.A.S.-trokke wat nie aan 'n lokomotief vasgekoppel is nie, koppel, ontkoppel en rem;
- (o) klontjie- en tabletmaker;
- (p) gate in yster boor nadat ambagsman of onderhoudwerker dit op yster afgemerkt het, maar nie presisiowerk nie;
- (q) boorwerk onder toesig van 'n ambagsman of bouwerker graad II;
- (r) omheinings opgerig en herstel;
- (s) waaiermasjiensbediener;
- (t) filterbediener;
- (u) hersteller van filterpersdoek;
- (v) eerstehulpwerker, ongekwalifiseer;
- (w) bediener van warmwater- en vloeiostofstok;
- (x) bediener van versiersuikermasjiens;
- (y) bediener van sap- en waterskaal;
- (z) bediener van sapverhitter;
- (aa) sapbereider se assistent;
- (bb) laboratoriumwerker se assistent;
- (cc) bediener van vloeiostofgalerytenk;
- (dd) lokomotiefstoker;
- (ee) masjienerie en voertuie olie en smeer;
- (ff) pikfilterbediener;
- (gg) polisiebeampte en wag, uitgesonderd 'n sirdar of induna;
- (hh) pompbediener;
- (ii) onder leiding van 'n ambagsman of vakleerling plaatyster met die hand ru sny en pons;
- (jj) meulrollers met koolbooglamp grofmaak;
- (kk) bediener van rivivifieertoestel;
- (ll) deurwekingstenkbediener;
- (mm) naaimasjienswerker (hand- of krag-);

- (nn) sewing and mending factory workers' clothing, such as overalls, etc.;
- (oo) straightening rails by hammer or jim crow;
- (pp) striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice;
- (qq) striking for blacksmith;
- (rr) sugar mixing tank operator;
- (ss) sugar melting tank attendant;
- (tt) sugar drier operator;
- (uu) sulphuration tank attendant;
- (vv) taking blue prints from tracings;
- (ww) rethreading and reconditioning of second-hand bolts or piping;
- (xx) truck brake attendant or operator;
- (yy) using jack hammers;
- (zz) water filtration attendant;
- (aaa) weighing;
- (bbb) 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;

"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 same;

"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), filters fills polariscope tubes, and weighs 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 assistants;
- (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 the supervision of a sindan or induna;
- (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;

(nn) klerie van fabriekswerkers, bv. oorpakke, ens., naai en heelmaak;

(oo) spore met 'n hamer of 'n buigbeuel reguitmaak;

(pp) yster kap of met 'n ystersaag saag nadat dit deur 'n ambagsman, of vakleerling afgemerk is;

(qq) slaanwerk vir 'n smid verrig;

(rr) bediener van suikermengtenk;

(ss) bediener van suikersmelttenk;

(tt) bediener van suikerdroër;

(uu) bediener van swawelingstenk;

(vv) ligdrukke van sketse maak;

(ww) tweedehandse bout of pype herstel en die skroefdraad opnuut insny;

(xx) trokremwerker of -bediener;

(yy) hamerbore gebruik;

(zz) waterfilterbediener;

(aaa) weeg;

(bbb) windasbediener;

"faktotum", 'n werknemer, uitgesonderd 'n ambagsman, wat algemene herstel- en onderhoudswerk verrig aan die terrein, geboue, masjinerie en uitrusting en klein onderdele daarvan vervaardig;

"sapbereider", 'n werknemer wat onder toesig van 'n fabrieksopsiener, chemikus of assistent- of bankchemikus, roetine-toetse uitvoer in verband met die verheldering van sap;

"sapbereider se assistent", 'n werknemer, uitgesonderd 'n arbeider, wat die sapbereider met die uitvoering van sy pligte behulpsaam is;

"laboratoriumwerker", 'n werknemer wat monsters vir ontleding berei (wanneer pipette en burette by die bereiding gebruik word), waardes vasstel, hidrometerlesings neem en dit aanteken;

"laboratoriumwerker 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 in een of meer van onderstaande hoedanighede in diens is:—

- (a) Gedrukte of geadresseerde etikette aan bottels, kiste, bale of ander pakkies aanbring;
- (b) anti-malaria-olie 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 assistent;
- (f) beton- of baksteenwerk sloop en klippe of bakstene vir beton breek;
- (g) metaalafval vir gieterydoeleindes opbreek, gietklei opbreek en vlamoond smear;
- (h) wissels van spore in meulwerfssylyne onder die toesig van 'n sirdar of indoena verander;
- (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 afneem;
- (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 afkap en hout kap;
- (v) vorms met sand vir gietwerk vul, gietstukke skoonmaak, en inlopers met ystersaag verwyder;
- (w) sap- en strooptenks vul of leegmaak deur proppe te verwyder of in te sit;

- (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, 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) opening or closing doors or boxes, bales, packages or other containers;
- (mm) operating a hand hoist or a crane grab by hand;
- (nn) opening and shutting acetylene and oxygen cylinder valves under instructions of welder;
- (oo) 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;
- (pp) patrolling pipe line for leaks;
- (qq) petrol filling, draining oil sumps and/or filling, pumping of air and filtering used oil;
- (rr) pumping water by hand pump;
- (ss) pushing or pulling a manually propelled vehicle;
- (tt) removing, emptying, cleaning or replacing sanitary pails;
- (uu) removing, excavating stone and soil;
- (vv) removing, filling and/or replacing batteries;
- (ww) scraping, chipping rust, filing rough work and the use of sand and emery paper;
- (xx) shoveling 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;
- (yy) sorting packages and parcels, wrapping parcels;
- (zz) stencilling and/or marking boxes, bales or other packages;
- (aaa) tending animals;
- (bbb) unpacking goods;
- (ccc) washing factory workers' clothing, such as overalls, etc., by hand;
- (ddd) washing filter cloth and sacks;

"law" includes the common law;

"military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two*, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"motor vehicle 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;

"overloader" means an employee who removes bulk sugar from stores by means of a tractor loader;

"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 type on the platen, and operates a hand or power-driven press and/or multigraph machine and/or ruling, cutting, trimming, stapling, glue-binding, perforating, numbering and counting, by hand or machine.

"power house 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.

"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;

- (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, faktotum of bouwerker graad II, vashou;
- (cc) splitpenne en penne uit kettings uitslaan;
- (dd) filtermateriaal in 'n hoop met 'n skopgraaf gelykmaak;
- (ee) in en om die fabriekswerf, nie-Blanke kwartiere en latrines met kalk afwit 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 drank maak;
- (ii) fosforsuurpap aanmaak en water uit waterkraan of spuistslang byvoeg;
- (jj) goedere vervoer, dra, stapel of optel;
- (kk) suikerriet aflaai en riethouers omkantel op suikerrietvervoerband, behalwe waar kragaandrywing toegepas word;
- (ll) deure of kiste, bale, pakkette of ander houers oopmaak of toemaak;
- (mm) handhystoestel of kraanvanghaak met die hand bedien;
- (nn) asetileen- en suurstofsilinderkleppe op bevel van sweiser oop- en toemaak;
- (oo) 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;
- (pp) pylyn patrolleer met die oog op lekplekke;
- (qq) petrol ingooi, oliebakke leeg- en/of volmaak, lug pomp en gebruikte olie filtreer;
- (rr) water met handpomp pomp;
- (ss) 'n handvoertuig stoot of trek;
- (tt) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;
- (uu) klip en grond verwyder en uitgrawe;
- (vv) batterye verwyder, vul en/of terugsit;
- (ww) skraap, roes afbeitel, ruwe werk glad vyl, en skuur- en poleerpapier gebruik;
- (xx) met 'n skopgraaf materiaal in dagha- of betonmengmasjiene ingooi of daaruit haal, en dagha of beton met die hand met skopgrawe meng, en klei meng en hol of soliede blokke vorm met 'n handpers of -vorms;
- (yy) pakkies en pakkette sorteer, pakkette toedraai;
- (zz) kiste, bale of ander pakkies sjabloneer en/of merk;
- (aaa) diere versorg;
- (bbb) goedere uitpak;
- (ccc) fabriekswerkers se klere, bv. oorpakke, ens., met die hand was;
- (ddd) filterdoeke en -sakke was;

"wet", ook die gemeenreg;

"militêre opleiding", die ononderbroke opleiding wat 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig is om te ondergaan maar dit omvat nie opleiding wat hy kragtens artikel *drie-en-twintig* van genoemde Wet mag verkies om te ondergaan of ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing is onder "n motorvoertuig bestuur" inbegrepe alle tydperke waarin 'n voertuig bestuur word en enige tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig word om op sy pos te bly, gereed om te bestuur;

"oorlaaier", 'n werknemer wat stortsuiker deur middel van 'n trekkerlaaier uit voorrade verwyder;

"deeltydse motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig vir hoogstens vier uur altesaam op 'n dag bestuur, en vir die toepassing van hierdie woordskrywing is onder "n motorvoertuig bestuur" inbegrepe alle tydperke wat 'n voertuig bestuur word en enige tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag terwyl hy in die beheer van die voertuig is;

"drukplaatbediener", 'n werknemer wat setstel op die drukplaat set in 'n hand- of kragdrukpers en/of 'n multigraafmasjien bedien en/of met die hand of 'n masjien lyne trek, sny, afwerk, vaskram, met gom inbind, perforeer, van nommers voorsien en tel;

"bediener van 'n kragcentraleskakelbord", 'n werknemer wat, onder die toesig van 'n skofingenieur, 'n skakelbord bedien en/of skakelaars werk en/of metafoesings aanteken en/of generators in die kragcentrale bedien.

"korttyd", 'n tydelike vermindering in die getal gewone werkeure weens 'n algemene onklaarraking van installasie of masjinerie veroorsaak deur 'n ongeluk, oorstrooming of ander onvoorsiene noodgeval of deur 'n slappe in die bedryf of 'n tekort aan grondstowwe;

"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, as amended;

"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;

"tippler" means an employee who operates a rotary tippler for unloading S.A.R. trucks of bulk sugar;

"traverser" means an employee who traverses S.A.R. trucks from one railway siding to another;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6, or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount."

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

"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:—

"Suikervervaardigings- en -raffineernywerheid", die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging en/of raffinering van suiker in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word;

"toetser", 'n werknemer wat onder die toesig van 'n chemikus of assistent-chemikus monsters berei, aanvangs- en 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;

"tippelaarbediener", 'n werknemer wat 'n draaitippelaar bedien vir die aflaai van stortsuiker van S.A.S-trokke;

"trekverplaser", 'n werknemer wat S.A.S-trokke van die een spoorweghalte na 'n ander verplaas;

"loon", die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf word, of waar 'n werkgewer gereeld 'n werknemer ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, beteken dit sodanige hoër bedrag;

"wag of polisiebeampte", 'n werknemer wat persele of ander eiendom bewaak;

"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, geadresseerde, gehalte riet, ens.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer moet betaal aan elke lid van onderstaande klasse werknemers in sy diens, is soos hieronder gemeld; met dien verstande dat waar 'n werknemer vir die toepassing van hierdie klousule ingedeel word, hy geag moet word as in dié klas te wees 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.	Per Week.	Per Hour.	Per Week.	Per Hour.	Per Week.
	c	R c	c	R c	c	R c
Assistant sugar pan boiler, qualified.....	17-083	7.86	17-083	7.86	17-083	7.86
Assistant sugar pan boiler, unqualified—						
First three months' experience.....	10-417	4.79½	10-417	4.79½	10-417	4.79½
Second three months' experience.....	11-250	5.17½	11-250	5.17½	11-250	5.17½
Third three months' experience.....	12-500	5.75	12-500	5.75	12-500	5.75
Fourth three months' experience.....	13-750	6.32½	13-750	6.32½	13-750	6.32½
Fifth three months' experience.....	14-583	6.71	14-583	6.71	14-583	6.71
Sixth three months' experience.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
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.....	17-083	7.86	17-083	7.86	17-083	7.86
Crane driver, unqualified—						
First three months' experience.....	12-500	5.75	12-500	5.75	12-500	5.75
Second three months' experience.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
Handyman.....	17-083	7.86	17-083	7.86	17-083	7.86
Motor vehicle driver.....	15-000	6.90	17-083	7.86	12-917	5.94½
Factory clerk, qualified.....	15-000	6.90	15-417	7.09½	12-500	5.75
Factory clerk, unqualified—						
First three months' experience.....	08-333	3.83½	08-750	4.02½	07-083	3.26
Second three months' experience.....	09-583	4.41	10-000	4.60	08-333	3.83½
Third three months' experience.....	11-667	5.37	12-083	5.56	08-333	3.83½
Fourth three months' experience.....	13-750	6.32½	14-583	6.71	11-667	5.37
Building worker, grade II.....	17-083	7.86	17-083	7.86	17-083	7.86
Part-time motor vehicle driver.....	11-667	5.37	12-500	5.75	10-000	4.60
Platen hand.....	14-583	6.71	14-583	6.71	14-583	6.71
Head sirdar or induna.....	15-000	6.90	15-417	7.09½	12-500	5.75
Telephone switchboard operator.....	10-417	4.79½	10-833	4.98½	08-750	4.02½
Tester, qualified.....	19-167	8.82	19-167	8.82	19-167	8.82
Tester, unqualified—						
First six months' experience.....	13-750	6.32½	13-750	6.32½	13-750	6.32½
Second six months' experience.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
Weighbridge attendant.....	17-083	7.86	17-083	7.86	17-083	7.86
Grade I employee.....	11-667	5.37	12-083	5.56	10-000	4.60
Grade II employee.....	09-583	4.41	10-000	4.60	08-333	3.83½
Labourer other than female labourer exclusively engaged in mending, cleaning and bundling sacks—						
(1) Of the age of 18 years and over.....	07-083	3.26	08-750	4.02½	06-250	2.87½
(2) Under the age of 18 years.....	05-417	2.49½	06-250	2.87½	04-791	2.20½
Female labourer exclusively engaged in mending, cleaning and bundling sacks.....	05-833	2.68½	06-667	3.07	05-208	2.39
Driver of an animal-drawn vehicle, operator of a goods 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 twenty-five cents 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 van Durban en die Landdros-distrik Hlabisa.		In die Munisipale Gebied van Durban.		In die Landdros-distrik Hlabisa.	
	Per uur. c	Per week. R	Per uur. c	Per week. R	Per uur. c	Per week. R
Assistent-suikerpankoker, gekwalifiseer.....	17-083	7.86	17-083	7.86	17-083	7.86
Assistent-suikerpankoker, ongekwalifiseer—						
Eerste drie maande ondervinding.....	10-417	4.79½	10-417	4.79½	10-417	4.79½
Tweede drie maande ondervinding.....	11-250	5.17½	11-250	5.17½	11-250	5.17½
Derde drie maande ondervinding.....	12-500	5.75	12-500	5.75	12-500	5.75
Vierde drie maande ondervinding.....	13-750	6.32½	13-750	6.32½	13-750	6.32½
Vyfde drie maande ondervinding.....	14-583	6.71	14-583	6.71	14-583	6.71
Sesde drie maande ondervinding.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
Met dien verstande dat in die geval van 'n assistent-suikerpankoker wat ondervinding as 'n werknemer, graad I of II, opgedoen het, die helfte van die tydperk van sodanige ondervinding, maar hoogstens een jaar, vir die toepassing van hierdie subklousule as ondervinding as 'n assistent-suikerpankoker geag word.						
Hyskraandrywer, gekwalifiseer.....	17-083	7.86	17-083	7.86	17-083	7.86
Hyskraandrywer, ongekwalifiseer—						
Eerste drie maande ondervinding.....	12-500	5.75	12-500	5.75	12-500	5.75
Tweede drie maande ondervinding.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
Faktotum.....	17-083	7.86	17-083	7.86	17-083	7.86
Motorvoertuigbestuurder.....	15-000	6.90	17-083	7.86	12-917	5.94½
Fabrieksklerk, gekwalifiseer.....	15-000	6.90	15-417	7.09½	12-500	5.75
Fabrieksklerk, ongekwalifiseer—						
Eerste drie maande ondervinding.....	08-333	3.83½	08-750	4.02½	07-083	3.26
Tweede drie maande ondervinding.....	09-583	4.41	10-000	4.60	08-333	3.83½
Derde drie maande ondervinding.....	11-667	5.37	12-083	5.56	08-333	3.83½
Vierde drie maande ondervinding.....	13-750	6.32½	14-583	6.71	11-667	5.37
Bouwerker, graad II.....	17-083	7.86	17-083	7.86	17-083	7.86
Deeltydse motorvoertuigbestuurder.....	11-667	5.37	12-500	5.75	10-000	4.60
Drukplaatbediener.....	14-583	6.71	14-583	6.71	14-583	6.71
Hoofstardar of hoofdoena.....	15-000	6.90	15-417	7.09½	12-500	5.75
Telefoonskakelbordbediener.....	10-417	4.79½	10-833	4.98½	08-750	4.02½
Toetser, gekwalifiseer.....	19-167	8.82	19-167	8.82	19-167	8.82
Toetser, ongekwalifiseer—						
Eerste ses maande ondervinding.....	13-750	6.32½	13-750	6.32½	13-750	6.32½
Tweede ses maande ondervinding.....	15-833	7.28½	15-833	7.28½	15-833	7.28½
Weegbrugbediener.....	17-083	7.86	17-083	7.86	17-083	7.86
Werknemer, graad I.....	11-667	5.37	12-083	5.56	10-000	4.60
Werknemer, graad II.....	09-583	4.41	10-000	4.60	08-333	3.83½
Arbeider, uitgesonderd 'n vroulike arbeider, wat uitsluitlik sakke heel- en skoonmaak en in bondels opmaak—						
(1) Agtien jaar en ouer.....	07-083	3.26	08-750	4.02½	06-250	2.87½
(2) Onder agtien jaar.....	05-417	2.49½	06-250	2.87½	04-791	2.20½
Vroulike arbeider wat uitsluitlik sakke heel- en skoonmaak en in bondels opmaak.....	05-833	2.68½	06-667	3.07	05-208	2.39
Drywer van 'n dierevoertuig, bediener van goederehyser of hystoestel—minstens die weekloon voorgeskryf vir 'n arbeider van agtien jaar oud en ouer en in die gebied waarin hy werksaam is, plus vyf-en-twintig sent per week.						
Los werknemer—vir elke dag of deel van 'n dag diens, een vyfde van die hoogste weekloon wat voorgeskryf is vir 'n werknemer in dieselfde gebied wat dieselfde soort werk verrig as wat van die los werknemer vereis word om te verrig.						

(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 20 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; provided that where an employer regularly pays an employee an amount higher than that so prescribed, the basis of calculation shall be made on such higher amount.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis vir die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens die bepalings van 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 van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur 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 sodanige werk verrig, die volgende betaal:—

- (i) Een-sesde van dié 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 20 persent, in die geval genoem in paragraaf (b);

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

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, die loon op die grondslag van sodanige hoër bedrag bereken moet word.

(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:—

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident, or pension funds;
- with the written consent of his employee, a deduction for contributions to the funds of a registered trade union;
- 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;
- 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 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.
	c	R
Board or rations.....	30	1.30
Lodging.....	20	0.87
Board or rations and lodging.....	50	2.17

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 R5 per month; in the event of the employer and employee being unable to agree to the amount of the rental the question shall be referred to the Council who shall determine the amount to be deducted;

(f) 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 24 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;

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

(5) *Voorbehoudsbepalings.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit 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 enige besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet daar van werknemers 'n lewenskostoelae betaal word wat gelyk is aan dié wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

5. BETALING VAN BESOLDIGING.

(1) *'n Ander werknemer as 'n los werknemer.*—Behoudens die bepaling van klousule 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, maandeliks of, by ooreenkoms, weekliks in kontant betaal word gedurende die werkure of binne 15 minute nadat die werk gestaak is op die gewone betaaldag van die bedryfsinrigting, en sodanige betaaldag 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 geskied; so nie moet sodanige bedrag by diensbeëindiging betaal word as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koevert of ander houer wees waarop die werkgewer en werknemer se naam, die werknemer se beroep, die getal gewone en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling geskied, gemeld word.

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

(3) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer betaal word of sodanige betaling aanneem 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) *Etes en huisvesting.*—Behoudens die bepaling van die Natu- relle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle- arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om by hom of enige persoon of plek wat deur hom aangewys word, te eet of in te woon of te eet en in te woon nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê of enige bedrag, uitgesonderd dié hieronder genoem, van sy besoldiging aftrek nie:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfonds;
- met die skriftelike toestemming van sy werknemer, 'n bedrag vir hydraes tot die fonds van 'n geregistreerde vakvereniging;
- behoudens die bepaling in klousule 9 (1) (ii), wanneer sy werknemer van sy werk af wegbly of afwesig is weens 'n ongeluk of siekte, 'n bedrag wat in verhouding staan tot die tydperk van sodanige afwesigheid;
- 'n bedrag wat 'n werkgewer kragtens of ingevolge 'n wet of bevel van 'n bevoegde hof mag of moet aftrek;
- wanneer 'n werknemer instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle- arbeid Regelingswet, 1911, verplig is om van sy werkgewer etes of rantsoene en/of huisvesting aan te neem, hoogstens die bedrae hieronder genoem:—

	Per week.	Per maand.
	c	R
Etes of rantsoene.....	30	1.30
Huisvesting.....	20	0.87
Etes of rantsoene en huisvesting....	50	2.17

met dien verstande dat as die huisvesting wat aan 'n werknemer verskaf word 'n alleenstaande huis is, die werkgewer en werknemer oor 'n huurgeld moet ooreenkom wat nie meer as R5 per maand mag wees nie; ingeval die werkgewer en werknemer nie oor die bedrag van die huurgeld kan ooreenkom nie, moet die saak verwys word na die Raad wat die bedrag wat afgetrek moet word, moet vasstel;

(f) wanneer die gewone werkure voorgeskryf in klousule 6 (1) verminder word weens korttyd, 'n bedrag gelyk aan een ses-en-veertigste van die weekloon wat in klousule 4 voorgeskryf word ten opsigte van elke uur van sodanige vermindering; met dien verstande dat geen bedrag afgetrek mag word—

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

(g) bedrae vir Raadsheffings, soos in klousule 18 van hierdie Ooreenkoms voorgeskryf word.

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—

- (i) 46 hours in any week from Monday to Saturday, inclusive;
- (ii) 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—

- (i) 46 hours in any week from Monday to Friday, inclusive;
- (ii) 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—

- (i) 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;
- (ii) 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) other than a Sunday shall be deemed to be overtime.

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

- (a) (i) for more than four 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 60 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—

- (a) in the case of an employee, other than a casual employee, for the first six hours after the completion of each shift, at one and one-half times the weekly wage prescribed for an employee of his class in clause 4 (1), divided by 46, and thereafter at double time, subject to the proviso that where the employee is called out to work overtime, he shall be paid for a minimum of two hours at overtime rates;
- (b) 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.

7. ANNUAL LEAVE.

(1) An employer shall grant to his employee in respect of each completed year of employment with him not less than 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.

(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 military training;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, or Christmas Day falls within the period of such leave another day shall in substitution for each such day, be added 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.

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

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

(a) In die geval van 'n bedryfsinrigting waarin daar ses dae per week gewerk word—

- (i) 46 uur per week van Maandag tot en met Saterdag;
- (ii) agt uur per dag, tensy die ure op een dag hoogstens vyf is, en in so 'n geval mag die ure op elkeen van die ander dae hoogstens agt en 'n half per dag wees;

(b) in die geval van 'n bedryfsinrigting waarin daar vyf dae per week gewerk word—

- (i) 46 uur per week van Maandag tot en met Vrydag;
- (ii) nege en 'n kwart uur per dag.

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

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom 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 sodanige pouse word nie geag deel van die gewone of oortydwerkure uit te maak nie; met dien verstande dat—

- (i) as sodanige pouse langer as een uur duur, die tydperk wat dit langer as 'n uur en 'n kwart duur, geag word gewone werkure te wees;
- (ii) werktydperke onderbreek deur 'n pouse van korter as een uur, geag word deurlopend te wees.

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

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

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om—

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

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer vir alle oortyd wat hy werk, teen 'n uurloon van minstens onderstaande besoldig—

- (a) in die geval van 'n ander werknemer as 'n los werknemer, vir die eerste ses uur na voltooiing van elke skof, teen een en 'n half maal die weekloon soos vir 'n werknemer van sy klas voorgeskryf word in klousule 4 (1), gedeel deur 46 en daarna teen dubbel sy loon, met dié voorbehoud dat, waar die werknemer van sy woonplek af geroep word om oortyd te werk, hy vir minstens twee uur se werk 'n oortydloon betaal moet word;
- (b) in die geval van 'n los werknemer, een en 'n derde maal die loon wat vir 'n los werknemer voorgeskryf word in klousule 4 (1) gedeel deur agt.

(8) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie op 'n polisiebeampte 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 op 'n manlike werknemer van toepassing nie wat werk verrig wat deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval genoodsaak is, of in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan sy werknemer ten opsigte van elke voltooide jaar diens by hom, minstens twee agtereenvolgende weke afwesigheidsverlof toestaan, en ten opsigte van elke week daarvan moet die werkgewer aan so 'n werknemer 'n bedrag van minstens die weeklikse besoldiging betaal wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het.

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

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die verlof nie mag saamval nie met siekteverlof of met enige tydperk wat die werknemer van sy werk afwesig is ten einde gratis geneeskundige of hospitaalbehandeling kragtens klousule 9 (1) te ontvang of te ondergaan, of waarin hy verplig is om militêre opleiding te ondergaan;
- (iii) as Nuwejaarsdag, Goede Vrydag, Paasmaandag, Gelofte-dag, Hemelvaartsdag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag as 'n verdere tydperk van verlof met volle besoldiging bygevoeg moet word;
- (iv) 'n werkgewer alle dae geleentheidsverlof met volle besoldiging wat op sy werknemer se versoek toegestaan is gedurende die diensjaar waarop die jaarlikse verloftydperk betrekking het, van die jaarlikse verloftydperk mag aftrek;

(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 military training.

amounting in the aggregate to not more than 10 weeks in any year, in respect of items (a) and (b) plus any period of military training 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, as amended, 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, as amended, 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 of such employee entered his employer's service, or from the date of coming into force of this Agreement, whichever is the later;

(7) For the purpose of this clause the term "wage" shall mean the employee's wage, plus his cost of living allowance.

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, Ascension Day, 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 Public Holidays.*—Whenever an employee, other than a casual employee, works on any of the Public Holidays prescribed in sub-clause (1), he shall be paid at the rate of one and one-half times his hourly rate prescribed in clause 4 (1) for each hour or part of an hour so worked, in addition to the wage to which he would have been entitled, had he not so worked.

(3) *Payment for work on Sundays.*

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

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

(b) subject to the provisions of sub-clause (4), pay to him not less than one and one-third times his weekly wage divided by 46, for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one day's holiday, and pay him in respect thereof at a rate not less than his ordinary rate of wages as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever an employee works more than his ordinary shift hours on a Sunday, he shall be paid at the rate of double the ordinary rate of pay for such excess hours.

(5) 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: Provided that if a casual employee is required to work hours in excess of his ordinary shift hours on a Sunday or on any of the days referred to in sub-clause (1) he shall in addition be paid at the rate of double the ordinary rate of pay for such excess hours.

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

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

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

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit wat 'n werknemer—

- (a) kragtens subklousule (1) en klousule 8 (1) met verlof afwesig is;
- (b) kragtens klousule 9 geneeskundige behandeling ontvang, of met siekteverlof afwesig is;
- (c) militêre opleiding moet ondergaan,

wat gesamentlik hoogstens 10 weke in 'n jaar beloop ten opsigte van items (a) en (b), plus enige tydperk van militêre opleiding, en moet geag word soos volg te begin:—

- (i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, of Loonvasstelling No. 98 op verlof geregtig geword het—vanaf die datum waarop sodanige werknemer kragtens die Wet op 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, soos gewysig, of Loonvasstelling No. 98 van toepassing was, maar wat nog nie daarkragtens op verlof geregtig geword het nie—vanaf die datum waarop sodanige diens begin het.
- (iii) In die geval van enige ander werknemer—vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag word, nl. die jongste datum.

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae.

8. OPENBARE VAKANSIEDAE EN SONDAG.

(1) 'n Werkgever moet, benewens die verlof wat voorgeskryf word in klousule 7, aan sy werknemer verlof met volle besoldiging toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, 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 openbare vakansiedae.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op enige van die openbare vakansiedae werk wat in subklousule (1) voorgeskryf word, moet hy een en 'n half maal sy uurloon wat in klousule 4 (1) voorgeskryf word, betaal word vir elke uur of deel van 'n uur wat hy aldus gewerk het, benewens die loon waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(3) *Betaling vir werk op Sondae.*—

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

- (i) minstens die loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal indien hy vir hoogstens vier uur aldus werk;
- (ii) minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk of 'n loon van minstens dubbel die loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. die grootste bedrag betaal indien hy langer as vier uur werk; of

(b) behoudens die bepalings van subklousule (4), minstens een en 'n derde maal sy weekloon, gedeel deur 46, betaal vir elke uur of deel van 'n uur wat hy aldus werk, en hom binne sewe dae van sodanige Sondag af een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Wanneer 'n werknemer meer as sy gewone skofure op 'n Sondag werk, moet hy dubbel die gewone loon vir sodanige ekstra ure betaal word.

(5) Wanneer 'n los werknemer op 'n Sondag werk of op enigen van die dae in subklousule (1) genoem, moet sy werkgever hom minstens dubbel die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word; met dien verstande dat as daar van 'n los werknemer vereis word om langer ure as sy gewone skofure op 'n Sondag of op enigen van die dae genoem in subklousule (1), te werk, hy daarbenewens dubbel die gewone loon vir sodanige ekstra ure betaal moet word.

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) (e) 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, 1941, 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 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).

(3) For the purpose of this clause, the term "wage" shall mean the employee's wage plus his cost of living allowance.

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 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.

(3) The terms of any such 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.

9. SIEKTE EN SIEKTEVERLOF.

(1) 'n Werkgewer moet of—

- (i) gratis geneeskundige behandeling en, indien nodig, gratis hospitaalbehandeling aan sy werknemer, sy werknemer se vrou en minderjarige ongetroude kinders wat by hom inwoon en uitsluitlik van hom afhanklik is verskaf 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 werkgewer vir die tydperk wat die werknemer deur die geneesheer wat hom kragtens hierdie klousule behandel, gesertifiseer word as ongeskik vir werk of vir altesaam een maand in elke kalenderjaar, nl. die kortste tydperk—

(a) die werknemer, sy vrou en kinders soos hierbo genoem, gratis voorsien van die kos of rantsoene wat ingevolge 'n ooreenkoms aangaan kragtens klousule 5 (6) (e) aan die werknemer verskaf sou gewees het as hy by die werk was; en

(b) huurgeld wat verskuldig is ten opsigte van 'n perseel wat deur dié werknemer gehuur of geokkupeer word, kwytskeld of die kwytskelding daarvan bewerkstellig; of,

- (ii) aan sy werknemer wat 'n tydperk van minstens drie maande ononderbroke diens by hom voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesaam 12 werkdag siekteverlof gedurende elke jaar diens by hom, toestaan, en hom ten opsigte van elke werkdag daarvan 'n bedrag van minstens een sesde betaal van die weekloon wat hy onmiddellik voor die aanvang van dié siekteverlof ontvang het; met dien verstande dat die werkgewer van sy werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is, wat die aard van die werknemer se siekte vermeld en waarby gesertifiseer word dat hy ongeskik vir werk was ten opsigte van elke afwesigheids-tydperk waarvoor betaling geëis word.

(2) Vir die toepassing van subklousule (1) moet die uitdrukking „diens" geag word dieselfde betekenis as in subklousule 7 (6) te hê.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon" die werknemer se loon plus sy lewenskoste-toelae.

10. GETALSVERRHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalfiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker in diens neem tensy hy 'n gekwalfiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker in sy diens het.

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

(3) Vir die toepassing van hierdie klousule mag 'n ongekwalfiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker wat 'n loon ontvang van minstens die besoldiging wat voorgeskryf word in klousule 4 (1) onderskeidelik vir 'n gekwalfiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker word geag 'n gekwalfiseerde hyskraandrywer, fabrieksklerk of assistent-suikerpankoker, na gelang van die geval, te wees.

11. AANSPOINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens klousule 4 geregtig is nie, mag 'n werkgewer 'n werknemer se loon baseer op die hoeveelheid werk wat hy doen of produseer; met dien verstande dat so 'n besoldigingstelsel slegs toegelaat word in die vorm van 'n aanspoingskema ten opsigte waarvan daar oor die voorwaardes ooreengekom is soos in subklousule (2) en (3) hieronder genoem.

(2) 'n Werkgewer wat 'n aanspoingskema wil invoer, moet 'n gesamentlike komitee benoem wat die bestuur en die werknemers verteenwoordig en wat na beraadslaging met die Vakvereniging-party by dié Ooreenkoms wie se lede by die saak betrokke is, oor die voorwaardes van enige sodanige skema kan ooreenkom.

(3) Die voorwaardes van enige sodanige aanspoingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en deur die komiteelede onderteken word en mag nie deur die komitee gewysig of deur enigen van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig die ander party skriftelik dié kennis gee waarvoor die party mag ooreenkom as hulle sodanige ooreenkoms aangaan.

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 24 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 appliance, 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 or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the 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; or while an employee is absent on military training.

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 name of the employer and the employee, the nature of employment, the date of commencement and termination of contract, and the rate of remuneration at the date of such termination.

12. LOGBOEK.

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

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 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 bestuurder.

(2) Elke bestuurder wat van die logboek, genoem in subklousule (1), voorsien word, moet, tensy hy weens siekte of ander onvermydelike oorsaak verhinder word, die log in duplo invul ten opsigte van elke dag se werk en moet binne 24 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 invul daarvan bewaar.

13. BESKERMENDE KLERE EN TOESTELLE.

(1) 'n Werkgewer wat van sy werknemer vereis om 'n uniform, oorpak of ander beskermende klere te dra of om 'n beskermende toestel te gebruik of te dra, of wat wetlik verplig is om sodanige uniform, oorpak, beskermende klere, of toestel te verskaf, moet dit gratis verskaf en in 'n goeie toestand hou.

(2) Alle beskermende klere 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 neem 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 werksaam in die munisipale gebied van Durban, 48 uur;

(B) in die geval van 'n werknemer werksaam 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 werksaam in die munisipale gebied van Durban, minstens die weekloon, gedeel deur drie;

(b) in die geval van 'n werknemer werksaam 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 'n regseldige rede;

(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 48 uur of van een week.

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

(3) Die kennisgewing genoem in subklousule (1) tree in werking op die datum waarop dit gegee word; met dien verstande dat geen sodanige kennis gegee mag word terwyl die werknemer kragtens klousule 7 met jaarlikse verlof of met siekteverlof is, of kragtens klousule 9 vry geneeskundige of hospitaalbehandeling ontvang of terwyl 'n werknemer afwesig is vir militêre opleiding nie.

16. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n loswerknemer, op sy versoek aan dié werknemer 'n dienssertifikaat uitreik wat die volle naam van die werkgewer en die werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging op die datum van sodanige beëindiging meld.

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 one cent 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, 12th June, 1961.

No. 1256.] [22 December 1961.]
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

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

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Sugar Manufacturing and Refining Industry, Natal (Unskilled and Semi-Skilled Labour), published under Government Notice No. 1255 of the 22nd December, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

17. VRYSTELLINGS.

(a) Die Raad mag 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 persoon gegee is, enige vrystelling mag intrek, ongeag of die termyn waarvoor vrystelling verleen is, verstryk 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 een sent per week aftrek; en

(b) by die bedrag wat ingevolge paragraaf (a) afgetrek word, 'n bedrag voeg wat daaraan gelyk is en die totale bedrag wat afgetrek is en die totale bedrag wat deur die werkgewer bygedra is, op of voor die sesde dag van elke maand aan die Sekretaris van die Raad stuur.

19. TOEPASSING VAN OOREENKOMS.

(a) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en mag vir die leiding van die werkgewers en werknemers menings uitspreek wat nie met die bepalings van die Ooreenkoms onbestaanbaar is nie.

(b) Werkgewers moet aan enigeen van hul 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 aangegaan het wat hierin vervat is, verklaar ondergetekende gemagtigde 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, 12 Junie 1961.

No. 1256.] [22 Desember 1961.]
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

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

Namens die Minister van arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Suikervervaardigings- en -raffineer-nywerheid, Natal (Ongeskoolde en Halfgeskoolde Arbeid), gepubliseer by Goewermentskennisgewing No. 1255 van 22 Desember 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

Rates of Postage from South Africa to other Countries by—

Surface Mail.

	Commonwealth Countries and British Possessions.	Other Countries.
Letters.....	3½c for first oz.; 1½c for each additional oz.	5c for first oz.; 3½c for each additional oz.
Postcards.....	2½c each.....	3½c each.
Newspapers.....	1½c per 2 oz.....	1½c per 2 oz.
Printed Papers...	1½c per 2 oz.....	1½c per 2 oz.
Commercial Papers	1½c per 2 oz.; (minimum 5c)....	1½c per 2 oz.; (minimum 5c).
Samples.....	1½c per 2 oz.; (minimum 2½c)....	1½c per 2 oz.; (minimum 2½c).
Reply Coupons..	10c each.....	10c each

Air Mail.

Country of Destination.	Letters per ½ ounce.	Post-cards each.	Aerogrammes each.	Second-class mail, per ½ oz.
AFRICA.— (Excluding countries of the African Postal Union)	10c	5c	5c	4c
EUROPE.—				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta	12½c	7c	5c	5c
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the in the Mediterranean Sea except Cyprus and Malta	15c	7½c	5c	6c
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15c	7½c	5c	6c
NEAR EAST.—				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharja, Syria, Turkey	12½c	7c	5c	5c
AMERICA.—				
Canada, United States of America, Central and South America	22½c	12c	10c	10c
AUSTRALASIA.—				
Australia, New Zealand.....	25c	12½c	10c	10c
PACIFIC.—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25c	12½c	10c	10c
EASTERN COUNTRIES.—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Portuguese India, Thailand, Tibet	17½c	9c	5c	7½c
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(A detailed list, pamphlet PB7, is obtainable free of charge from all post offices.)

Ordinary parcels to South West Africa, Basutoland, Swaziland and Mozambique.

Up to 8 ounces.....	5c.
Above 8 ounces up to 1 lb.....	7c.
For every additional lb. or fraction thereof....	7c.

PARCEL POST RATES FROM SOUTH AFRICA TO OTHER COUNTRIES CAN BE ASCERTAINED AT ALL POST OFFICES.

Postariewe van Suid-Afrika na ander lande per—

See- of Landpos.

	Statebondslande en Britse Besittings.	Ander Lande.
Briewe.....	3½c vir eerste ons; 1½c vir elke bykomende ons	5c vir eerste ons; 3½c vir elke bykomende ons.
Poskaarte.....	2½c elk.....	3½c elk.
Nuusblaai.....	1½c per 2 onse.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.....	1½c per 2 onse.
Handelstukke....	1½c per 2 onse (minimum 5c)....	1½c per 2 onse (minimum 5c).
Monsters.....	1½c per 2 onse (minimum 2½c)....	1½c per 2 onse (minimum 2½c).
Antwoordkoppens	10c elk.....	10c elk.

Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Poskaarte elk.	Lugbriewe elk.	Tweede-klasposstukke per ½ ons.
AFRIKA.— (Behalwe lande van die Posunie van Afrika)	10c	5c	5c	4c
EUROPA.—				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½c	7c	5c	5c
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15c	7½c	5c	6c
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15c	7½c	5c	6c
NABYE OOSTE.—				
Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hashemitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½c	7c	5c	5c
AMERIKA.—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½c	12c	10c	10c
AUSTRALASIE.—				
Australië, Nieu-Seeland.....	25c	12½c	10c	10c
STILLE OSEAAN.—				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25c	12½c	10c	10c
OOSTERSE LANDE.—				
(a) Afganistan, Birma, Ceylon, Indië, Pakistan, Portugees-Indië, Thailand, Tibet	17½c	9c	5c	7½c
(b) Broenei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mantsjoerye, Noord-Borneo, Filippyne, Serawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(Nadere besonderhede word vervat in die pamflet PB7 wat by alle poskantore verkrygbaar is.)

Gewone pakkette na Suidwes-Afrika, Basoetoland, Swaziland en Mosambiek.

Tot 8 onse.....	5c.
Bo 8 onse tot 1 lb.....	7c.
Vir elke bykomende lb. of gedeelte daarvan....	7c.

PAKKETTARIEWE VAN SUID-AFRIKA NA ANDER LANDE KAN BY ALLE POSKANTORE VERNEEM WORD.

IMPORTERS EXPORTERS INDUSTRIALISTS

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*The monthly Journal
of the Department of Commerce and Industries*

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PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in South Africa, the latest Departmental information on market possibilities for South African products in countries at present covered by South Africa's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in South Africa, the latest information on price and commodity control, and articles of a general nature in connection with commerce and industry

INVOERDERS UITVOERDERS NYWERAARS

teken in op



"HANDEL EN NYWERHEID"

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENCELD: In die Republiek van S.A., Suidwes-Afrika, Betsjoeanaland-Protoktoraat, Swasieland, Basoetoland, die Federasie van Rhodesie en Njassaland, Mosambiek, Angola, die Republieke Kongo, Tanganjika, Kenja en Uganda teen R0.05 per eksemplaar, of teen R0.50 per jaar (R0.75 elders) vooruitbetaalbaar aan die Staatsdrukker, Pretoria

VERSKYN IN ALBET AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorradebeheer, en artikels van 'n algemene aard oor die handel en nywerheid

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.