



ST. HELENA  
BIG

N.S.A.

Mine Labour Organisations (Wenela) Limited

AGREEMENT

18 Months Contract

NOTE: All moneys, other than deferred pay, required to be paid in Malawi shall be paid in the official currency of the Republic of South Africa provided that any moneys shall be paid in the currency of that territory at the value rate of exchange.

- (2) Deferred pay due to the employee in terms of Clause (11) hereunder shall be paid to him in Malawi in the currency of that territory at the rate or rates of exchange in force at the time the money was earned.
- (3) All amounts shown in brackets on this Agreement are for comparison purposes only and represent the equivalents, at the present rate of exchange, of the corresponding amounts in South African currency or Sterling as the case may be. These will be subject to amendment in the case of any variation in the rate of exchange.

AGREEMENT made in accordance with MALAWI ORDINANCE No. 14 of 1964, THE EMPLOYMENT ORDINANCE, 1964, between MINE LABOUR ORGANISATIONS (WENELA) LIMITED, of Johannesburg, Transvaal (hereinafter called the Company) and its members (a list of whom appears on the reverse hereof) and the African employee (hereinafter called the employee) particulars of whom are shown on the reverse hereof.

- (1) The employee shall be employed on mining work in the Witwatersrand or Orange Free State Districts of the Republic of South Africa. He undertakes and agrees:
  - (a) That he is not a deserter from the Malawi Rifles;
  - (b) To proceed immediately on attestation under the aegis and protection of the Company at its cost and by such facilities and means of transport as are provided by it to the Depot of the Company at Johannesburg, in the Transvaal, and there to be placed by the Company in mining employment with a Member;
  - (c) When called upon to do so by the Company, to proceed as medically fit for mining immediately to the depot of the Company and to remain in mining employment (underground or on the surface) with a Member as may be required of him.
- (2) If the employee is rejected as unfit to commence or to remain in mining work he shall be returned by the Company to the depot of engagement in Malawi at the cost of the Company.
- (3) The period of employment shall be eighteen calendar months counting from the date of commencement of contract on his mine. Upon completion of the aforesaid eighteen calendar months, the employee may re-engage himself for mining work with a Member for such period or periods as shall not exceed in all a further six calendar months.
- (4) The wages payable to the employee shall be as follows:
  - (a) The minimum basic wage for underground work shall be 34 cents (3/11d.) per shift.
  - (b) If he is in possession of a valid certificate, as set out in Clause (e) hereunder, he shall be placed immediately on underground work and paid the rate of pay provided for in terms of Clause (d) (ii), as set out on his certificate, plus any service increment to which he may be entitled as referred to in Clause (d) (iii), and provided further that if he has previously been employed on underground mining work and does not return within the period stipulated in his certificate he may be required to undertake surface work for a period of seven days as the period of acclimatisation and whilst thus employed shall be paid at mine surface rates of pay with a minimum of 27 cents (3/1d.) per shift; should he not be in possession of his certificate he shall satisfy the Member or the Company, at his own expense, the conditions of the certificate.
  - (c) Upon the completion of 180 shifts of underground employment, the employee shall be credited with one day's paid leave in respect of each completed period of 30 shifts worked underground thereafter until the completion of this contract. Such leave may, with the consent of the Member, be taken as and when it falls due or, alternatively, payment in lieu of all such leave credited shall be made on the termination of this contract.
  - (d) Upon the completion of this contract, the employee shall be handed a certificate which will record:
    - (i) The Entrenchment Minimum Rate of Pay to which he is entitled.
    - (ii) The basic rate of pay he was earning at the termination of this contract, provided he has completed 270 shifts of continuous underground employment during this contract, and.
    - (iii) The amount of any service increment earned by him prior to the 1st December, 1962, to which he is still entitled.

- (5) The employee is required to work on every working day on day or night shift, on piece-work or day's pay, at the option of the time to time of the Member by whom he is employed, and when called upon, to work on the Day of the Covenant, Christmas Day, Good Friday and on Sundays on work authorised by the Government of the Republic of South Africa. In addition he is required to do overtime work as and when required.
- During any period in which the Member shall be prevented from furnishing work for him owing to act of God, vis major, flood, fire, strike of workmen, accidents to mine, to plant, or other cause beyond the control of the Member, the employee shall receive half pay calculated on the average pay earned by him during the preceding three months or during such shorter period as he may have worked prior to the cessation of work.
- During the period in which the Member is prevented from furnishing work for him for any of the causes contemplated in the preceding paragraph hereof, the employee may be employed in any class of work, underground or surface, if which he is medically fit, irrespective of the class of work he was performing at the commencement of such period or during the time thereof, and he shall be paid the mine rates of pay in respect of the work to which he is so put, and such pay shall not be less than the half pay to which he would be entitled if he were engaged in the class of work in which he was performing at the commencement of such period. If the Member is at the instance of the Member the Company shall at its own expense be responsible for the repatriation of the employee.
- (6) On attestation, if an employee's liability for tax due to the Government or rates, dues or other levies due to any local Government Authority in Malawi, has not been discharged, the Company shall pay the amounts due to the appropriate authority (subject to a limit of 200 (R1.73) in respect of local Government rates, etc.) which amounts shall be recoverable from the employee's earnings save that a sum not exceeding 300 (R2.60) shall be paid by the Company at its expense in respect of tax liability for the current year. If the employee has discharged his tax liabilities in full prior to attestation the amount of his tax liability for the current year to the extent of 300 (R2.60) shall be refunded to him by the Company.

- (7) The Company agrees to provide, at its expense, free food and transport to the place of employment and (inasmuch as in fixing the rates of wages, proper allowance has been made for the payment of repatriation expenses by the employee) to provide, at his expense, food and transport back to the place of engagement at the termination of the contract, or at the end of any re-engagement period or periods, as the case may be. The sum recorded on the reverse hereof as the repatriation fee shall be deducted by the Member from the employee's earnings towards the cost of such food and transport on the return journey.
- (8) Upon the completion of six months' mining work, the Company shall remit to the employee's nominee in Malawi the sum of R8.00 (92/6d.) and for this purpose the Member shall advance at that time the sum of R8.00 (92/6d.) and shall hand such sum to the Company for payment to the nominee of the employee as recorded on the reverse hereof. The Member shall be entitled to recover the said advance from the employee's earnings due in respect of the pay period in which the advance is made, or the next succeeding pay period if necessary.
- (9) The Company agrees to equip the employee with one blanket, one singlet and one pair of trousers before leaving Malawi, and with one pair of boots, more than R3.50 (42/0d.) in value, and a deduction of the employee's earnings by the Member.
- (10) If required by the employee before leaving Malawi, the Company may advance an amount not exceeding 42/0d. (R3.63), which shall include the cost of a Malawi passport as recorded on the reverse hereof, which amount shall be recoverable from his earnings.
- (11) On the expiration of six calendar months from the date of commencement of contract, 60% (sixty per cent.) of the basic earnings of the employee shall be retained from the employee's pay and shall be paid to him by the Company in Malawi in the presence of a representative of the Malawi Government, where practicable, on his return thereto on the completion of the aforesaid period or periods of service.
- (12) The amount of tax that may become due and payable by the employee annually to the Malawi Government during the period of his mining employment, as advised to the Company by the Malawi Government under arrangement shall be deducted by the Member from the employee's earnings. The amount of tax so deducted shall be handed by the Member to the Company for transmission to the Malawi Government.
- (13) The amounts to be recovered from the employee's earnings under Clauses (6), (7), (9) and (10) hereof shall be recovered by deduction from the moneys in excess of one-half of the total moneys earned by him for each completed ticket of 30 (thirty) shifts until the whole of such amounts have been recovered. In the event that the full amounts referred to in Clauses (6), (7), (9) and (10) above have not been recovered by the time the employee is required to leave Malawi, the balance shall be recovered by deduction from his deferred pay and the deduction from Clause (8). Thereafter, subject to the conditions of Clause (11), his earnings shall be paid to him in full.
- (14) The employee shall be provided with food as prescribed by Government Regulation, medical attendance and quarters, free of cost to himself and shall reside in the quarters provided for him.
- (15) The conditions under which this Contract is determinable shall be subject to the law of the Republic of South Africa.
- (16) The employee binds himself to allow the Company to repatriate him on the termination of his agreement to the place in Malawi where he was attested, and the Company binds itself so to repatriate him on the termination of service.
- (17) The employee hereby agrees to serve according to the terms and conditions of this Contract.

253469  
K. de P. M.

ERRATA  
— 34 CENTS TO READ  
— 40 CENTS PER SHIFT  
— 27 CENTS TO READ  
— 32 CENTS PER SHIFT