

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 464.]

[23 Februarie 1951.

NYWERHEID-VERSOENINGSWET, 1937.

LEKKERGOEDVERVAARDIGINGSNYWERHEID, KAAP.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Lekkergoedvervaardigingsnywerheid betrekking het, vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf genoemde tweede Maandag, bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, en 21 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik die Kaap; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf genoemde tweede Maandag in die magistraatsdistrik die Kaap, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 464.]

[23 February 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

SWEETMAKING INDUSTRY, CAPE.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry shall be binding from the second Monday after date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the second Monday after date of publication of this notice, and for the period ending one year from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of the Cape; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of the Cape and from the second Monday after date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 19 (inclusive) and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE LEKKERGOED-
NYWERHEID (KAAP).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen die

„Organisation of Sweet Manufacturers of the Cape Peninsula” (hierna genoem „die werkgewers” of die „werkgewersorganisasie”), aan die een kant, en die

„Sweet Workers' Union (Cape Town Branch)” (hierna genoem „die werknemers” of „die vakvereniging”), aan die ander kant.

wat die partye by die Nywerheidsraad vir die Lekkergoednywerheid is.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik die Kaap nagekom word deur alle werknemers en werkgewers in die Lekkergoednywerheid wat lede van die vakvereniging, of van die werkgewersorganisasie is.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens die bepalings van die Nywerheid-versoeningswet, 1937, vasstel en bly van krag vir minstens een jaar of vir die tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in genoemde Wet en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; elke verwysing na 'n wet sluit elke wysiging van die wet in; voorts, tensy dit strydig is met die samehang, beteken—

- „assistent-voorman”, 'n werknemer wat die voorman by die verrigting van sy werk help en wat vir hom in sy afwesigheid kan waarneem;
- „assistent-voortvrou”, 'n vroulike werknemer wat die voortvrou help by die verrigting van haar werk en wat in haar afwesigheid vir haar kan waarneem;
- „assistent-magasynmeester”, 'n werknemer, behalwe 'n versendingsklerk en 'n arbeider, wat die magasynmeester by die verrigting van sy werk help;
- „keteloppasser”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „los arbeider”, 'n arbeider wat nie meer as op drie dae in 'n week by dieselfde werkgewer in diens is nie;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk, of ander soort klerklike werk verrig en dit sluit 'n magasynmeester, kassier, versendingsklerk en telefonis in;
- „klerklike werknemer, gekwalifiseer, manlik”, 'n manlike klerklike werknemer met minstens vyf jaar ervaring;
- „klerklike werknemer, ongekwalifiseer, manlik”, 'n manlike klerklike werknemer met minder as vyf jaar ervaring;
- „klerklike werknemer, gekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minstens vier jaar ervaring;
- „klerklike werknemer, ongekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minder as vier jaar ervaring;
- „kleedkamerbediende”, 'n werknemer wat in beheer is van 'n verkleedkamer waarin 'n werknemer kan verkleed, of sy klerre bêre, of van afsluitkassies waarin 'n werknemer sy besittings kan bêre;
- „lettersetter”, 'n werknemer wat 'n lettersetmasjien bedien, behalwe 'n etiket-oordrukmasjien, en/of die set of skik van letters, blokke, plate en/of ander nodige materiaal in posisie plaas om te druk, of reliëfwerk te doen, of rubberstempels daarvan te maak en/of die distribueer van sulke materiaal na gebruik;
- „Raad”, die Nywerheidsraad vir die Lekkergoednywerheid (Kaap);
- „versendingsklerk”, 'n werknemer, wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer, of aflewering en wat toesig kan hou oor verpak, afweeg en/of bymekaarmaak van daardie goedere, die nattel van pakkies en die adresseer daarvan;
- „inrigting”, alle persele waar die lekkergoednywerheid uitgeoefen word en wat geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941;
- „ervaring”, met betrekking tot—

- (a) lekkergoedmaker, handelsreisiger, of algemene werker, die totale tydperk of tydperke van diens wat 'n werknemer onderskeidelik as 'n lekkergoedmaker, handelsreisiger of algemene werker het;
- (b) 'n klerklike werknemer, die totale tydperk of tydperke van diens wat 'n werknemer as 'n klerklike werknemer het, afgesien van die bedryf waarin daardie ervaring verkry is;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the Organisation of Sweet Manufacturers of the Cape Peninsula (hereinafter called “the employers” or “employers’ organisation”), of the one part, and the

Sweet Workers' Union

(hereinafter called the “employees” or “trade union”), of the other part

being the parties to the Industrial Council for the Sweetmaking Industry (Cape).

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of the Agreement shall be observed in the Magisterial District of the Cape by all employees and employers in the Sweetmaking Industry, who are members of the trade union or of the employer's organisation.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1937, and shall remain in force for at least one year or for such period as he may determine.

3. DEFINITIONS.

Any expressions used in this Agreement, which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and unless the contrary intention appears, words importing masculine gender shall include females; any reference to an Act shall include any amendments to such Act, unless inconsistent with the context—

- “assistant foreman” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;
- “assistant forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;
- “assistant storeman” means an employee other than a despatch clerk and a labourer who assists the storeman in his duties;
- “boiler attendant” means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;
- “casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;
- “clerical employee” means an employee who is engaged in writing, typing, or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- “clerical employee, qualified, male,” means a male employee who has had not less than five years' experience;
- “clerical employee, unqualified, male,” means a male clerical employee who has had less than five years' experience;
- “clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- “clerical employee, unqualified, female,” means a female clerical employee who has had less than four years' experience;
- “cloakroom attendant” means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;
- “compositor” means an employee engaged in operating a type-setting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;
- “Council” means the Industrial Council for the Sweetmaking Industry (Cape);
- “despatch clerk” means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;
- “establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which is registrable under the Factories, Machinery and Building Work Act, 1941;
- “experience” means in relation to—

- (a) a sweetmaker, traveller or general worker, the total period or periods of employment which an employee has had as a sweetmaker, traveller or general worker respectively;
- (b) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which experience was gained;

"eerstehulp-bediende", 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat vir eerstehulp, uitgereik deur enigeen van die ondergenoemde organisasies:—

- (a) Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulansvereniging;
- (c) Noodhulppliga van Suid-Afrika;

en wat in beheer is van die eerstehulppos;

"voorman", 'n werknemer wat in beheer is oor die werknemers in 'n inrigting, of in 'n afdeling van 'n inrigting, wat kontrole oor sulke werknemers uitoefen en wat vir hul behoorlike verrigting van hul werk verantwoordelik is;

"voorrout", 'n vroulike werknemer wat onder toesig van 'n voorman, of assistent-voorman, in beheer is oor die vroulike algemene werkers in 'n inrigting, of in 'n afdeling van 'n inrigting, en wat vir hul behoorlike verrigting van hul werk verantwoordelik is;

"algemene werker", 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Neutjies, kakaoboontjies of ander grondstowwe skoonmaak en/of sorteër;
- (b) wat sonder verantwoordelikheid vir die graad van rooster of kook, kakaoboontjies, neutjies, vrugte of ander grondstowwe rooster of kook;
- (c) wan of verwyder van die kiem uit kakaoboontjies;
- (d) bediening van 'n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wammasjien, maalmasjien of vormmasjien, of ander masjien;
- (e) dop, pitte uithaal, skil, of droog van neutjies of vrugte;
- (f) vergruis, of op maat sny van vrugte of ander grondstowwe;
- (g) bestanddele afweeg (behalwe op 'n gestelde skaal);
- (h) giet van klaargemengde geurmiddels;
- (i) in vorme sit, uit vorme uithaal, fatsoeneer, uitgiet, lekkergoed in stysel insit; uit stysel uithaal en stysel daarvan verwyder;
- (j) voer, kristalliseer, trek, rol, opsny en uitstempel van deeg, pap of enige ander suiker- en/of sjokoladepreparaat;
- (k) indoop en beklee;
- (l) vrugte, neutjies en ander eetbare materiaal in lekker-goedpreparaat verwerk of insit;
- (m) kartonhouers vervaardig;
- (n) goedere verpak vir voorraad, of versending, behalwe artikels van gelyke grootte en getal verpak in houers wat spesiaal gemaak is om hulle te bevat;
- (o) bymekaarmaak en nasien van bestellings;
- (p) etiketeer en/of indraai;
- (q) ander bereiding of meng, as wat in die werksaamhede van die woordbepaling van „arbeider” inbegrepe is;
- (r) wasserywerk;

en sluit alle werknemers in wat nie uitdruklik in klousule 4 (1) vermeld word nie;

"algemene werker, gekwalifiseer", 'n algemene werker met minstens agtien maande ervaring;

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

"groepleier" of „spanopsigter", 'n vroulike werknemer wat onder toesig van 'n voorman, of assistent-voorman, voorvrou of assistent-voorvrou, beheer het en toesig uitoefen oor die werk van 'n groep, of afdeling van algemene werkers;

"bediener van valmes", 'n werknemer wat valmesse stel en papier en/of bordpapier op sy maat sny;

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

- (a) Goedere, materiaal, gerei, installasie, masjinerie, gereedskap, of ander artikels optel, dra, verplaas of stapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels skoonmaak of was;
- (c) vure maak of aan die brand hou;
- (d) afval verwyder;
- (e) briewe, boodskappe, of goedere te voet, of met 'n fiets, driewieler of handvoertuig aflewer;
- (f) laai en aflaai;
- (g) kiste, bale, of pakkies oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) suiker of ander bestanddele roer in stoom- of ander panne, maar nie aflees van termometers of reguleer van stoomdruk nie;
- (j) duie of risselkartonhouers inmeekaarsit;
- (k) vul en leegmaak van raffineerders, roostermasjiene, wasmasjiene, maal- en vormmasjiene vul en leegmaak, maar nie sulke masjiene bedien nie;
- (l) tee of dergelike drankte maak;
- (m) bestanddele in mengmasjiene of panne sit, maar nie stroop in draaiende panne giet nie;
- (n) stysel in „buck”-masjiene voer;
- (o) suiker of glukose op 'n gestelde skaal afweeg, of met 'n gestelde maat afmeet;
- (p) verpakte artikels van gelyke grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;

"instandhouer", 'n ander werknemer as 'n werktuigkundige, wat die masjinerie, installasie, meubels of ander toerusting onderhou;

"werktuigkundige", 'n geskoolde vakman of ambagsman;

"motorvoertuig", 'n voertuig wat ontwerp of bestem is vir 'n ander manier van voortbeweging as deur menslike of dierlike krag en wat gebruik word vir die vervoer van goedere, behalwe 'n handelsreisiger se monsters, of vir die vervoer van 'n handelsreisiger;

"first-aid worker" means an employee who holds a current certificate of competency in first aid issued by any of the following organisations:—

- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulppliga van Suid-Afrika;

and who is in charge of the first-aid post;

"foreman" means an employee who is in charge of the employees in an establishment or in a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"forewoman" means a female employee who, under the supervision of a foreman or assistant foreman, is in charge of the female general workers in an establishment or in a department of an establishment and who is responsible for the efficient performance by them of their duties;

"general worker" means an employee who is engaged in one or more of the following operations:—

- (a) Cleaning and/or sorting nuts, cocoa beans, or other raw materials;
- (b) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (c) winnowing or removing the germ from cocoa beans;
- (d) operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
- (e) shelling, stoning, peeling or drying nuts or fruit;
- (f) crushing or cutting to size fruits or other raw materials;
- (g) weighing ingredients, other than to a fixed scale;
- (h) pouring ready mixed flavours;
- (i) moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;
- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste, or other preparations of sugar and or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or despatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations included in the definition "labourer";
- (r) laundering;

and includes all employees not specifically referred to in clause 4 (1);

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

"general worker, unqualified" means a general worker who has had less than eighteen months' experience;

"group leader" or "team supervisor" means a female employee who, under the supervision of a foreman or assistant foreman, forewoman or assistant forewoman, is in charge of and supervises the work of a group or section of general workers;

"guillotine cutter" means an employee who sizes guillotine machines and cuts paper and/or cardboard to measure;

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

- (a) Lifting, carrying, moving or stacking goods, materials, utensils, plant, machinery, tools or other articles;
- (b) cleaning or washing premises, vehicles, animals, machinery, trays, pans, boxes, moulds, utensils or furniture;
- (c) making or maintaining fires;
- (d) removing refuse;
- (e) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually-propelled vehicles;
- (f) loading or unloading;
- (g) opening, closing or marking boxes, bales or packages;
- (h) filling and emptying strach trays by hand;
- (i) stirring sugar or other ingredients in steam or other pans excluding reading thermometers or regulating steam pressure;
- (j) assembling shooks or corrugated cardboard containers;
- (k) filling and emptying refiners, roasting machines, winnowing machines, mills and moulding machines, but not operating such machines;
- (l) making tea or similar beverages;
- (m) putting ingredients into mixing machines or pans other than adding syrup to revolving pans;
- (n) feeding starch into "buck" machines;
- (o) weighing or measuring sugar or glucose to a set scale or measure;
- (p) placing packed articles of uniform size and number into containers specially made to contain them;

"maintenance man" means an employee other than a mechanic, engaged in keeping in repair machinery, plant, furniture or other equipment;

"mechanic" means a skilled tradesman or artisan;

"motor vehicle" means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods, other than a traveller's samples, or for the transport of a traveller;

- "motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die doel van hierdie woordbepaling sluit "n motorvoertuig bestuur" in alle tydperke wat dit bestuur word en alle tyd wat die bestuurder aan die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;
- "nagskof", elke werktydperk wat vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. val;
- "bediening van 'n masjien" sluit in die versorging, aansit of stopsit van die masjien en kan vul of leegmaak insluit;
- "deeltydse motorvoertuigbestuurder", 'n werknemer wat hoogstens in totaal twee uur op 'n dag 'n motorvoertuig bestuur en vir die doel van die woordbepaling van "n motorvoertuig bestuur", sluit dit in alle tydperke wat bestuur word en alle tyd wat die bestuurder aan die voertuig of die vraag bestee terwyl hy in beheer oor die voertuig is;
- "stukwerk", elke stelsel waarvolgens 'n werknemer se besoldiging op hoeveelheid of omvang van verrigte werk berus;
- "degelpersdrukker", 'n werknemer wat 'n degelpers (behalwe 'n degelpers met outomatiese voeder, groter as 10 duim by 15 duim, of 'n etiket-oordrukmasjien) kan gereedmaak en daarop druk, met inbegrip van die sluit van die vorms in die masjienraam;
- "monsterbediende", 'n werknemer wat die handelsreisiger op sy rondtes vergesel en wat die handelsreisiger se monsters kan dra, inpak en uitpak;
- "bediener van keepmasjien", 'n werknemer wat keepmasjiene stel en bedien;
- "korttyd", 'n tydelike vermindering van die getal gewone werkeure as gevolg van 'n algemene defek aan installasie of masjinerie, of 'n dreigende of nakende instorting aan geboue as gevolg van ongeval of onvoorsiene noodgeval, of slapte in die bedryf of tekort aan grondstowwe;
- "magasynmeester", 'n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en wat verantwoordelik is vir die ontvang, verpak, of uitpak van goedere in 'n magasyn of 'n pakhuis en/of aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdeling in 'n inrigting, of vir versending;
- "lekkergoedmaker", 'n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd wat die bestanddele eerste in die mengpanne, kookpanne of draaiende panne geplaas word, tot die massa lekkergoed gereed is om opgesny, gefatsoeneer, opmaatgemaak, ingedraai of andersins gefabriseer te word, of pan-goedere gereed is om uit die panne verwyder te word, en/of in die geval van sjokola van die begin van die rooster van die boontjies tot die sjokola gereed is om gevorm, gegiet, ingedraai, vir inkoop of bekleding gebruik, of andersins gefabriseer te word;
- "lekkergoedmaker, gekwalifiseer", 'n lekkergoedmaker met minstens vyf jaar ervaring;
- "lekkergoedmaker, ongekwalifiseer", 'n lekkergoedmaker met minder as vyf jaar ervaring;
- "lekkergoednywerheid", sonder om in 'n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die vervaardiging van lekkergoed in inrigtings wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word en sluit in—
- (a) die vervaardiging van elke handelsartikel of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur sulke werkgewers en werknemers wat in die vervaardiging van lekkergoed werk-saam is; en
- (b) alle werksaamhede wat behoort by of die gevolg is van die vervaardiging van lekkergoed, of sulke handelsartikels of bestanddele wat deur enigeen van die werkgewers van sulke werknemers uitgeoefen word;
- "handelsreisiger", 'n werknemer wat buite die inrigting van sy werkgewer bestellings werf en insamel;
- "handelsreisiger, gekwalifiseer", 'n handelsreisiger met minstens een jaar ervaring;
- "handelsreisiger, ongekwalifiseer", 'n handelsreisiger met minder as een jaar ervaring;
- "handelsreisiger se voertuigbestuurder", 'n werknemer wat 'n handelsreisiger op sy reise vergesel en wat die voertuig wat die handelsreisiger vervoer, kan bestuur;
- "welsynbeaampte", 'n werknemer wat 'n geldige bekwaamheid-sertifikaat vir eerstehulp besit, wat deur enigeen van onderstaande organisasies uitgereik is:—
- (a) Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulansvereniging;
- (c) Noodhulpiga van Suid-Afrika;
- en wat in beheer oor die kamer vir eerstehulp is;
- "loon", daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werkure soos in klousule 6 bepaal.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers in die ondergenoemde klasse moet betaal, is die onderstaande; met dien verstande dat vir indeling van 'n werknemer vir die doel van hierdie klousule, dit gereken moet word

- "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;
- "night shift" means any period of work, the major portion of which falls between the hours of 9 p.m. and 7 a.m.;
- "operating a machine" means tending, starting or stopping the machine and may include filling or withdrawing;
- "part-time vehicle driver" means an employee engaged in driving a motor vehicle for not more than two hours in the aggregate on any day, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;
- "piece-work" means any system under which an employee's remuneration is based upon the quantity of work or output;
- "platen pressman" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with automatic feed larger than 10 inches by 15 inches or a label overprinting machine) including locking up forms in the machine chase;
- "sample boy" means an employee who accompanies the traveller on his rounds and who may carry the traveller's sample, pack and unpack it;
- "scoring machine cutter" means an employee who sets and operates a scoring machine;
- "short-time" means a temporary reduction in the number of ordinary hours of work due to a general breakdown of plant or machinery or a threatened or imminent breakdown of buildings caused by accident or other unforeseen emergency or to slackness of trade or shortage of raw material;
- "storeman" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;
- "sweetmaker" means an employee who is engaged in and is responsible for the making of sweets from the time when the ingredients are first brought to the mixing or cooking vessels or revolving pans, until the sweet mass is ready to be cut, shaped, sized, wrapped or otherwise fabricated, or pan goods are ready to be removed from the pan and/or in the case of chocolate, from the commencement of the roasting of the beans, until the chocolate is ready to be formed, poured, wrapped, used for dipping or coating or otherwise fabricated;
- "sweetmaker, qualified," means a sweetmaker who has had not less than five years' experience;
- "sweetmaker, unqualified," means a sweetmaker who has had less than five years' experience;
- "Sweetmaking Industry" means without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registerable under the Factories, Machinery and Building Work Act, 1941, and includes—
- (a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
- (b) all operations incidental to, or consequent to the manufacture of the sweets or such commodities or ingredients carried on by any of the employers of such employees;
- "traveller" means an employee engaged in soliciting or collecting orders outside the establishment of his employer;
- "traveller, qualified," means a traveller who has not had less than one year's experience;
- "traveller, unqualified," means a traveller who has had less than one year's experience;
- "traveller's driver" means an employee who accompanies a traveller on his journeys and who may drive a motor vehicle conveying such traveller;
- "welfare officer" means an employee who holds a current certificate of competency in first aid issued by any of the following organisations—
- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpiga van Suid-Afrika;
- and who is in charge of a first-aid-room;
- "wage" means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each of his employees of the undermentioned classes, shall be as set out hereunder: Provided that in classifi-

dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	Per week. £ s. d.		
Voorman	8	10	6
Assistent-voorman	6	19	0
Voorvrou	4	17	0
Assistent-voorvrou	3	16	0
Groepelier, spanopsigter of eerstehulp-bediende	3	5	6
Lekkergoedmaker, gekwalifiseer	6	8	6
Lekkergoedmaker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	12	6
gedurende tweede ses maande ervaring	2	2	6
gedurende derde ses maande ervaring	2	12	6
gedurende vierde ses maande ervaring	3	2	6
gedurende vyfde ses maande ervaring	3	12	6
gedurende sesde ses maande ervaring	4	4	0
gedurende sewende ses maande ervaring	4	14	6
gedurende agste ses maande ervaring	5	5	0
gedurende negende ses maande ervaring	5	12	9
gedurende tiende ses maande ervaring	6	0	6
met dien verstande dat in die geval van 'n lekker- goedmaker wat ervaring as 'n algemene werker besit, elke ses maande van sulke ervaring gereken moet word as gelyk aan drie maande ervaring as 'n lekkergoedmaker te wees; voorts met dien ver- stande dat die ervaring as 'n algemene werker nie vir meer as totaal twaalf maande ervaring as 'n lekkergoedmaker gereken kan word nie.			
Klerklike werknemer, manlik, gekwalifiseer	6	3	9
Klerklike werknemer, manlik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	1	11
gedurende tweede jaar ervaring	2	18	3
gedurende derde jaar ervaring	3	15	3
gedurende vierde jaar ervaring	4	12	3
gedurende vyfde jaar ervaring	5	9	3
Klerklike werknemer, vroulik, gekwalifiseer	3	15	3
Klerklike werknemer, vroulik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	1	11
gedurende tweede jaar ervaring	2	11	2
gedurende derde jaar ervaring	3	0	9
gedurende vierde jaar ervaring	3	10	3
Assistent-magasynmeester	4	6	6
Welsynbeampte	3	16	0
Kleedkamerbediende	2	15	0
Instandhouer	5	5	0
Bediener van valmes	3	15	0
Bediener van keppmasjien	3	15	0
Werktuigkundige	7	1	0
Handelsreisiger se voertuigbestuurder	3	2	6
Monsterbediende	2	12	6
Lettersetter	9	19	6
Degelpersdrukker	5	11	8
Keteloppasser	2	7	6
Nagwag	2	7	6
Deeltydse motorvoertuigbestuurder	2	5	0
Algemene werker, gekwalifiseer	2	17	6
Algemene werker, ongekwalifiseer—			
gedurende eerste drie maande ervaring	1	10	0
gedurende tweede drie maande ervaring	1	15	0
gedurende derde drie maande ervaring	2	0	0
gedurende vierde drie maande ervaring	2	6	6
gedurende vyfde drie maande ervaring	2	9	0
gedurende sesde drie maande ervaring	2	11	6
Arbeider—			
manlike arbeider, 18 jaar oud en ouer	2	2	6
manlike arbeider, onder 18 jaar	1	7	8
vroulike arbeider, 18 jaar oud en ouer	1	18	6
vroulike arbeider, onder 18 jaar	1	7	8
	Per maand. £ s. d.		
Handelsreisiger, gekwalifiseer	45	0	0
Handelsreisiger, ongekwalifiseer—			
gedurende eerste ses maande ervaring	25	0	0
gedurende tweede ses maande ervaring	27	10	0
gedurende derde ses maande ervaring	30	0	0
gedurende vierde ses maande ervaring	32	10	0
gedurende vyfde ses maande ervaring	35	0	0
gedurende sesde ses maande ervaring	37	10	0
gedurende sewende ses maande ervaring	40	0	0
gedurende agtste ses maande ervaring	42	10	0
daarna	45	0	0

employee for the purpose of this clause he shall be deemed to be in the class in which he is wholly or mainly employed:—

	Per Week. £ s. d.		
Foreman	8	10	6
Assistant Foreman	6	19	0
Forewoman	4	17	0
Assistant Forewoman	3	16	0
Group leader, team supervisor or first-aid worker.	3	5	6
Sweetmaker, qualified	6	8	6
Sweetmaker, unqualified—			
during first six months' experience	1	12	6
during second six months' experience	2	2	6
during third six months' experience	2	12	6
during fourth six months' experience	3	2	6
during fifth six months' experience	3	12	6
during sixth six months' experience	4	4	0
during seventh six months' experience	4	14	6
during eighth six months' experience	5	5	0
during ninth six months' experience	5	12	9
during tenth six months' experience	6	0	6
Provided that in the case of a sweetmaker who has had experience as a general worker, each six months of experience shall be deemed to be equiv- alent to three months' experience as a sweetmaker, provided further that the experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than twelve months in the aggregate.			
Clerical employee, male, qualified	6	3	9
Clerical employee, male, unqualified—			
during first year of experience	2	1	11
during second year of experience	2	18	3
during third year of experience	3	15	3
during fourth year of experience	4	12	3
during fifth year of experience	5	9	3
Clerical employee, female, qualified	3	15	3
Clerical employee, female, unqualified—			
during first year of experience	2	1	11
during second year of experience	2	11	2
during third year of experience	3	0	9
during fourth year of experience	3	10	3
Assistant Storeman	4	6	6
Welfare Officer	3	16	0
Cloakroom Attendant	2	15	0
Maintenance Man	5	5	0
Guillotine Cutter	3	15	0
Scoring Machine Cutter	3	15	0
Mechanic	7	1	0
Traveller's Driver	3	2	6
Sample Boy	2	12	6
Compositor	9	19	6
Platen Pressman	5	11	8
Boiler Attendant	2	7	6
Night Watchman	2	7	6
Part-time Motor Vehicle Driver	2	5	0
General Worker, qualified	2	17	6
General Worker, unqualified—			
during first three months' experience	1	10	0
during second three months' experience	1	15	0
during third three months' experience	2	0	0
during fourth three months' experience	2	6	6
during fifth three months' experience	2	9	0
during sixth three months' experience	2	11	6
Labourer—			
male labourer of the age of 18 years and over	2	2	6
male labourer under the age of 18 years	1	7	8
female labourer of the age of 18 years and over	1	18	6
female labourer under the age of 18 years	1	7	8
	Per Month. £ s. d.		
Traveller, qualified	45	0	0
Traveller, unqualified—			
during first six months' of experience	25	0	0
during second six months of experience	27	10	0
during third six months of experience	30	0	0
during fourth six months of experience	32	10	0
during fifth six months of experience	35	0	0
during sixth six months of experience	37	10	0
during seventh six months of experience	40	0	0
during eighth six months of experience	42	10	0
thereafter	45	0	0

Motorvoertuigbestuurder—

	Per week. £ s. d.
wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag, tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur dié voertuig, nie 6,000 lb. oorskry nie	4 6 6
wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag, tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur dié voertuig, 6,000 lb. oorskry maar nie 10,000 lb. nie	5 5 0
wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag, tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur dié voertuig, 10,000 lb. oorskry	7 0 0

Los arbeider.—Vir elke dag of gedeelte van 'n dag se diens, een-vyfde van die loon soos vir 'n arbeider, 18 jaar oud en ouer, voorgeskryf.

(2) **Basis van kontrak.**—Vir die toepassing van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, behalwe 'n los arbeider, weekliks en behoudens soos bepaal in subklousule (4) en in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy in daardie week die maksimum getal gewone werkure, soos in klousule 6 (1) voorgeskryf, of minder gewerk het.

(3) **Nagskofbesoldiging.**—'n Werknemer wat op nagskof werk, behalwe 'n nagwa, of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoelerinstallasie, of die opwek van stoom of elektrisiteit, moet vir elke uur, of gedeelte van 'n uur wat aldus gewerk word, minstens die besoldiging soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45, plus 20 persent, betaal word.

(4) **Differensiële lone.**—'n Werknemer wat van 'n lid van een klas van sy werknemers, behalwe 'n arbeider, vereis of hom toelaat om vir meer as, in totaal, een uur op 'n dag, en 'n werknemer wat van sy arbeider vereis of hom toelaat om vir 'n tydperk, ditsy benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor of—

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

in subklousule (1) van hierdie artikel voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop die werk verrig word betaal—

- (i) in die geval in paragraaf (a) genoem, een-vyfde van die hoër loon;
(ii) in die geval in paragraaf (b) genoem, een-vyfde van die loon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, plus 20 persent;

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

(5) **Berekening van maandloon.**—Wanneer ook al die loon wat kragtens klousule 4 (1) aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van daardie loon bereken word teen 4½ maal die loon wat vir 'n werknemer van sy klas in subklousule (1) van hierdie artikel voorgeskryf word.

(6) (a) **Vervoertoelae.**—Handelsreisigers moet boonop die besoldiging soos voorgeskryf in subklousule (1), 6d. per myl betaal word wanneer hulle hul eie motors gebruik vir die verrigting van hul werkgewer se besigheid;

(b) **Verblyftoelae.**—Benewens die besoldiging soos in subklousule (1) voorgeskryf, moet aan handelsreisigers, handelsreisigers se voertuigbestuurders en monsterbediendes 'n verblyftoelae betaal word vir elke nag wat hulle vir die verrigting van hul werk wegbly:—

	Per Nag. £ s. d.
Handelsreisiger	1 0 0
Handelsreisiger se voertuigbestuurder	0 3 6
Monsterbediende	0 3 6

(7) **Lewenskostetoelae.**—Alle werknemers vir wie in hierdie Ooreenkoms lone voorgeskryf word, moet 'n lewenskostetoelae ooreenkoms Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word.

5. BETALING VAN BESOLDIGING.

(1) **'n Werknemer, behalwe 'n los arbeider.**—Behoudens soos bepaal in klousule 7 (3), moet elke bedrag wat aan 'n werknemer verskuldig is, weekliks, of as die werkgewer en werknemer aldus skriftelik ooreengekom het, maandeliks kontant betaal word gedurende die werkure op die gebruikelike betaaldag van die inrigting, of by diensbeëindiging as dit voor die gebruikelike betaaldag plaasvind, en moet bevat wees in 'n koevert of ander houër, wat die name van die werkgewer en die werknemer, die werknemer se vak, die getal gewone ure, oortyd- en nagskofure wat gewerk is, die bedrag van verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

(2) **Los arbeider.**—'n Werknemer moet die besoldiging wat aan sy los arbeider verskuldig is, kontant by diensbeëindiging betaal.

(3) **Premies.**—Vir diensverskaffing aan of vir opleiding van werknemers mag geen regstreekse of onregstreekse betaling aan 'n werkgewer gedoen of deur hom aangeneem word nie.

Motor Vehicle Driver—

	Per Week. £ s. d.
driving a vehicle other than a steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does not exceed 6,000 lb.	4 6 6
driving vehicle other than steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does exceed 6,000 lb. but does not exceed 10,000 lb.	5 5 0
driving vehicle other than a steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does exceed 10,000 lb.	7 0 0

Casual Labourer.—For each day or part of a day of employment, one-fifth of the wage prescribed for a labourer of the age of 18 years and over.

(2) **Basis of Contract.**—For the purpose of this clause the basis of contract of an employee other than a casual labourer, shall be weekly and, save as provided in sub-clause (4) and in clause 5 (6) an employee shall be paid in respect of any week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(3) **Night Shift Remuneration.**—An employee, employed on on night shift, other than a night watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity shall be paid not less than the remuneration prescribed in sub-clause (1) for an employee of his class, divided by 45 for each hour or part of an hour so worked, plus 20 per cent.

(4) **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 therefor, work of another class for which either—

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

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

(5) **Calculation of Monthly Wage.**—Whenever the wage due to an employee is in terms of clause 4 (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.

(6) (a) **Transport Allowance.**—In addition to the remuneration prescribed in sub-clause (1), travellers shall be paid 6d. per mile when using their own cars in the performance of their employer's business.

(b) **Subsistence Allowance.**—In addition to the remuneration prescribed in sub-clause (1), a subsistence allowance shall be paid to the travellers, traveller's drivers and sample boys for each night spent away from home in the course of their duty:—

	Per Night. £ s. d.
Traveller	1 0 0
Traveller's Driver	0 3 6
Sample Boy	0 3 6

(7) **Cost of Living Allowance.**—All employees for whom wages are prescribed in this Agreement, shall be paid a cost of living allowance in terms of War Measure No. 43 of 1942, as amended from time to time.

5. PAYMENT OF REMUNERATION.

(1) **An Employee, other than a Casual Labourer.**—Save as provided in clause 7 (3), any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment, 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 overtime and night shift hours worked, the amount of remuneration due and the period in respect of which payment is made.

(2) **Casual Labourer.**—An employer shall pay the remuneration due to his casual labourer 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 any employees.

(4) *Aankoop van goedere.*—Geen werkgewer kan van sy werknemer vereis om van hom, of van 'n winkel, of persoon wat hy aanwys, goedere te koop nie.

(5) *Kos en huisvesting.*—Behoudens soos bepaal by die Naturellen (Stadsgebieden) Wet, 1923, en die Naturellearbeid Regelingswet, 1911, kan geen werkgewer van sy werknemer vereis om van hom of van 'n persoon, of plek wat hy aanwys, kos en/of huisvesting aan te neem nie.

(6) *Boetes en kortings.*—'n Werkgewer kan geen boetes van sy werknemer hef, nog kortings van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, 'n korting vir verlof, siekte, versekerings, voorsorg, of pensioenfondse, of ledegelde aan 'n werknemersorganisasie.
- Behoudens soos bepaal in klousule 8, wanneer 'n werknemer weens ongeval of siekte van die werk wegbly, 'n korting in verhouding tot die tydperk van afwesigheid.
- 'n Korting van elke bedrag wat die werkgewer kragtens 'n wet, of bevel van 'n bevoegde hof verplig, of toegelaat is om af te trek.

- Wanneer ook al die gewone werkure soos in klousule 6 (1) voorgeskrif verminder word weens korttyd, ten opsigte van elke uur van die vermindering 'n korting van een-vyf-en-veertigste van die weekloon soos in klousule 4 (1) voorgeskrif; met dien verstande dat die korting hoogstens een-kwart van die weekloon van daardie werknemer mag bedra, afgesien van die getal ure waarmee die gewone werkure verminder is en voorts met dien verstande dat geen korting afgetrek mag word nie—

- in die geval van korttyd wat ontstaan deur 'n tydelike slapte in die bedryf of tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- in die geval van korttyd wat ontstaan deur 'n algemene defek aan geboue, installasie of masjinerie as gevolg van ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.

- 'n Korting ten opsigte van elke openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag, waarop van 'n werknemer vereis, of hy toegelaat word om nie te werk nie, een-vyfde van die weekloon wat hy onmiddellik voor die openbare vakansiedag ontvang het.
- Kos en huisvesting.*—As 'n werknemer toestem, of van hom kragtens die Naturellen (Stadsgebieden) Wet, 1923, of die Naturellearbeid Regelingswet, 1911, vereis word om kos en/of huisvesting van sy werkgewer aan te neem, 'n korting van hoogstens die onderstaande bedrae:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Kos	0	3	0	0	13	0
Huisvesting	0	2	0	0	8	8
Kos en-huisvesting	0	5	0	1	1	8

- Kortings ten opsigte van vakverenigingsledegelde moet afgetrek word ooreenkomstig klousule 23 van hierdie Ooreenkoms.

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

(1) (a) *Gewone werkure.*—Die gewone werkure van 'n werknemer, behalwe 'n los arbeider, is hoogstens—

- 45 in 'n week van Maandag tot en met Vrydag;
- 9 op 'n dag.

(b) Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om tussen die ure 6 nm. en 6 vm. te werk nie.

(2) Die gewone werkure van 'n los werknemer is hoogstens agt op 'n dag.

(3) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure op 'n dag sonder 'n onderbreking van minstens een uur, waarin geen werk verrig mag word, te werk nie en die onderbreking word nie gereken dat dit deel van die gewone werkure, of oortyd is nie; met dien verstande dat—

- as die onderbreking langer as een uur duur, alle tyd bo 1½ uur as deel van die gewone werkure, of, na gelang van die geval, van oortyd gereken moet word;
- werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word.

(4) *Ruspoes.*—'n Werkgewer moet aan elkeen van sy werknemers in of by sy inrigting in diens, behalwe 'n nagwag, 'n ruspoes van minstens tien minute toestaan so na as moontlik aan—

- die middel van elke eerste werktydperk op 'n dag;
- die middel van elke tweede werktydperk op 'n dag as die tydperk langer as drie uur duur;

waarin nie van 'n werknemer vereis, of hy toegelaat kan word om werk te verrig nie en die ruspoes word gereken dat dit deel van die gewone werkure is.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (3) en (4) van hierdie klousule, is alle werkure aaneenlopend.

(6) *Oortyd.*—Alle tyd wat bo die getal ure wat ten opsigte van 'n dag, of 'n week soos in subklousules (1) en (2) van hierdie klousule voorgeskrif, gewerk word, word beskou dat dit oortyd is.

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

(5) *Board and Lodging.*—Save as provided in the Native (Urban Areas) Act 1923, and 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 employee 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 fund or subscription to an employee's organisation.
- Save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or illness, a deduction proportionate to the period of such absence.
- A deduction of any amount which an employer by law or any order of any competent court is required or permitted to make.

- Whenever the ordinary hours of work, prescribed in clause 6 (1) are reduced on account of short-time, deduction in respect of each hour of such reduction shall be one forty-fifth of the weekly wage prescribed in clause 4 (1); Provided that such deduction shall not exceed one quarter of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced and provided further that no deduction shall be made—

- in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given his employees not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- in the case of short-time due to a general break-down in buildings, plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

- A deduction in respect of any public holiday other than New Year's Day, Good Friday or Christmas Day, on which an employee is required or permitted not to work of one-fifth of the weekly wage which he was receiving immediately prior to such public holiday.
- Board and Lodging.*—When an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1923, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

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

- Deductions in respect of trade union subscriptions deductible in respect of clause 23 of the Agreement.

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

(1) (a) *Ordinary Hours of Work.*—The ordinary hours of work of an employee other than a casual labourer shall not exceed—

- 45 in any week from Monday to Friday inclusive;
- 9 in any day.

(b) No employer shall require or permit a female employee to work between the hours of 6 o'clock p.m. and 6 o'clock a.m.

(2) The ordinary hours of work of a casual labourer shall not exceed 8 in any day.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day 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 a part of the ordinary hours of work or overtime: Provided that—

- if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed to be part of the ordinary hours of work or overtime, as the case may be;
- periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees, employed in or about his establishment other than a night watchman, a rest interval of not less than ten minutes as nearly as practicable—

- the middle of each first work period in a day;
- the middle of each second work period in a day where such period is longer than three hours;

during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

(7) *Beperking van oortyd.*—'n Werkgewer kan van 'n werknemer reis of hom toelaat om hoogstens die volgende oortyd te werk:—

- (a) Twee uur op 'n dag van Maandag tot en met Vrydag;
- (b) vier uur op Saterdag;
- (c) ses uur in 'n week van Maandag tot en met Saterdag;
- (d) sestig dae in 'n jaar;

et dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis, of haar toelaat om—

- (i) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (ii) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (iii) na voltooiing van haar gewone werkeure op 'n dag vir meer as een uur oortyd te werk nie, tensy hy die werknemer daarvan voor 12-uur middag in kennis gestel het.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat deur, hom gewerk word besoldiging en 'n skaal van minstens een en een-derdemaal die loon soos kousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, betaal; et dien verstande dat as in 'n week oortyd bereken op 'n daagse basis verskil van oortyd bereken op 'n weeklikse basis, dié isis wat die hoogste bedrag vir oortyd vir daardie week gee, ingeneem moet word.

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie verskaf word om na 6.40 nm. oortyd te werk, van behoorlike ete voorsien, of in plaas daarvan daardie werknemer betyds 'n bedrag van minstens een sjieling en ses pennies staal om hom in staat te stel 'n ete te verkry voordat die oortyd oet begin.

(10) *Voorbehoude.*—Die bepalings van hierdie kousule is nie op handelsreisiger, handelsreisiger se voertuigbestuurder of 'n agwag van toepassing nie, en die bepalings van subkousules (3), (4), (5) en (7) van hierdie kousule is nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n brekstop van installasie, masjinerie of ander voorsiene omstandighede, of in verband met grondige skoonmaak of herstel van installasie, of masjinerie wat nie gedurende die gewone werkeure verrig kan word nie, of herstellings aan boue wat nie gedoen kan word terwyl die masjinerie in werking nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subkousule (2) van hierdie kousule, moet 'n werkgewer sy werknemer ten opsigte van elke olle jaar diens by hom, dertien agtereenvolgende werkdae verlof bestaan en die werknemer ten opsigte van elke dag daarvan 'n edrag betaal van minstens die weekloon wat hy onmiddellik voor ie aanvang van die verlof ontvang het, gedeel deur vyf.

(2) Die verlof wat in subkousule (1) van hierdie kousule voorskryf word, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) behoudens soos bepaal in paragraaf (v) van hierdie subkousule, 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 tydperk van die verlof nie met siekteverlof nog met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Dinsdag of Kersdag binne die tydperk van die verlof val, nog 'n dag as 'n tydperk van verlof met volle betaling aan die genoemde tydperk toegevoeg moet word;
- (iv) 'n werkgewer elke dag geleentheidsverlof met volle betaling wat op 'n werknemer se eie skriftelike versoek gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van daardie tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n dienstrydperk van hoogstens twee agtereenvolgende jare te laat ooploop.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subkousule (1) van hierdie kousule voorgeskryf word, moet op die laaste werkdag voor die datum van aanvang van die verlof aan die werknemer betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n volgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof wat in subkousule (1) van hierdie artikel voorgeskryf word, opgehoop het, moet, behoudens soos bepaal in die vierde voorbehoud van subkousule (2) van hierdie artikel, by die beëindiging en opsigte van elke volle maand diens van 'n tydperk van minder as een jaar, minstens een en een-twaalfde van die dagloon wat hy onmiddellik voor die datum van die beëindiging ontvang het, betaal word.

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subkousule (1) van hierdie kousule geregtig geword het en wie se dienskontrak voor die toekenning van die verlof eindig, moet by die beëindiging ten opsigte van die verlof die bedrag betaal word wat in subkousules (1) en (4) van hierdie kousule voorgeskryf word.

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

- (a) met verlof kragtens subkousule (1) van hierdie kousule van die werk afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;

(7) *Limitation of Overtime.*—An employer may require or permit an employee to work overtime for not more than—

- (a) two hours on any one day from Monday to Friday inclusive;
- (b) four hours on a Saturday;
- (c) six hours during any week, from Monday to Saturday inclusive;
- (d) sixty days in any year;

Provided that no employer shall require or permit a female employee to work overtime—

- (i) for more than three consecutive days;
- (ii) on more than sixty days in any year;
- (iii) after completion of her ordinary working hours for more than one hour on any day unless he has given notice thereof to such employee before midday.

(8) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him the remuneration at a rate not less than one and a third times the wage prescribed in clause 4 (1) for an employee of his class; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(9) *Meals to be Provided.*—An employer shall provide an employee who is required to work overtime after 6.40 p.m. with a sufficient meal, or in lieu thereof shall pay to such employee an amount not less than one shilling and sixpence, in sufficient time to enable him to obtain a meal before the overtime is due to commence.

(10) *Savings.*—The provisions of this clause shall not apply to a traveller, traveller's driver, or a night watchman, and the provisions of sub-clauses (3), (4), (5) and (7) of this clause shall not apply to an employee on work necessitated by a breakdown in plant, machinery or other unforeseen circumstances, or in connection with the overhauling of or repairing of plant or machinery which cannot be performed during the ordinary hours of work, or repairs to buildings which cannot be carried out while machinery is working.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) of this clause, an employer shall grant to his employee, in respect of each completed year of employment with him, thirteen consecutive working days' leave and shall, in respect of each day thereof, pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave, divided by five.

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

- (i) save as provided in paragraph (v) of this sub-clause 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 any sick leave nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing, during the year of employment to which the period of annual leave relates;
- (v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) of this clause shall be paid to the employee on the last work day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates in the first or in any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) of this section has been accrued, shall, save as provided in the fourth proviso of sub-clause (2) of this section, upon such termination be paid in respect of each completed month of such period of less than one year, not less than one and one-twelfth of the daily 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) of this clause, 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-clauses (1) and (4) of this clause.

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

- (a) absent from work on leave, in terms of sub-clause (1) of this clause;
- (b) required to undergo training under the South Africa Defence Act, 1912;

- (c) op las, of op versoek, van sy werkgever van sy werk afwesig is;
 (d) met siekteverlof kragtens klousule 8 afwesig is;
 en gereken dat dit begin—

- (i) in die geval van 'n werknemer wat op die datum wat hierdie Ooreenkoms in werking tree, in diens is, vanaf die datum waarop die werknemer laas kragtens Loonvaststelling No. 99, Lekkergoedvervaardigingsnwyerheid, op verlof geregtig geword het, of kragtens die Ooreenkoms bekend gemaak by Goewermmentskennisgewing No. 2822 van 24 Desember 1948, waarvan die looptyd by Goewermmentskennisgewing No. 2795 van 30 Desember 1949 verleng is; of van die datum af waarop hy tot die werkgever se diens toegetree het, watter datum ook al die jongste is;
 (ii) in die geval van alle ander werknemers, van die datum waarop hulle by die werkgever in diens kom.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemer wat na een maand diens by dieselfde werkgever weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, en behalwe 'n ongeval waarvoor kragtens die Ongevalwet, 1941, skadeloosstelling betaalbaar is, altesame tien werkdag siekteverlof in 'n jaar diens by hom toestaan en hom ten opsigte van elke dag daarvan een-vyfde van die weekloon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het, betaal; met dien verstande, dat die werkgever kan vereis dat vir elke tydperk van afwesigheid waarvoor betaling geëis word, 'n sertifikaat wat deur 'n geregistreeerde geneesheer onderteken is voorgelê word.

(2) Vir die doel van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, behalwe 'n nagwag, het reg op, en moet toegestaan word, verlof op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag, en moet ten opsigte van elkeen van daardie dae minstens die weekloon soos in klousule 4 (1) ten opsigte van 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op daardie dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer ook al 'n werknemer, behalwe 'n los arbeider, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, daardie weekloon gedeel deur 45.

(b) Wanneer ook al 'n los arbeider op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon soos vir 'n los arbeider in klousule 4 (1) voorgeskryf, betaal, plus vir elke uur wat aldus gewerk word, die loon gedeel deur agt.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer, behalwe 'n los arbeider, ook al op Sondag werk, moet sy werkgever hom of—

(a) minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½ betaal; of

(b) minstens 1½ maal die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45 betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word, en hom binne sewe dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 5, betaal.

(4) *Los arbeider.*—Wanneer ook al 'n los arbeider op Sondag werk, moet sy werkgever hom dubbel die loon soos in klousule 4 (1) vir 'n los arbeider voorgeskryf, gedeel deur agt, betaal vir elke uur, of gedeelte van 'n uur, wat aldus gewerk word.

10. GETALLEVERHOUDING.

'n Werkgever mag nie—

(a) 'n assistent-voorman, assistent-voortvrou, of 'n ongekwalfiseerde klerklike werknemer in diens hê nie, tensy hy onderskeidelik 'n voorman, voortvrou, of gekwalfiseerde klerklike werknemer in diens het;

(b) 'n ongekwalfiseerde lekkergoedmaker in diens hê nie, tensy hy een gekwalfiseerde lekkergoedmaker in diens het;

(c) 'n algemene werker teen 'n loon van minder as £2. 7s. 6d. per week in diens hê nie, tensy hy een algemene werker teen 'n loon van minstens £2. 7s. 6d. per week in diens het, en vir elke algemene werker wat minstens £2. 7s. 6d. per week ontvang, mag hoogstens een algemene werker wat minder as £2. 7s. 6d. ontvang, in diens wees;

(d) 'n manlike arbeider onder agtien jaar in diens hê nie, tensy hy vier manlike arbeiders van agtien jaar oud, of ouer in diens het; of twee manlike arbeiders onder agtien jaar in diens hê nie, tensy hy sewe manlike arbeiders van agtien jaar oud of ouer, in diens het;

en vir elke gekwalfiseerde klerklike werknemer, of lekkergoedmaker hoogstens onderskeidelik een ongekwalfiseerde klerklike werknemer, of lekkergoedmaker, in diens hê; met dien verstande dat—

(i) 'n werkgever wat uitsluitlik of hoofsaaklik self die werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, na gelang van die geval, as 'n voorman, gekwalfiseerde lekkergoedmaker of klerklike werknemer gereken kan word;

(c) absent from work on the instructions of or at the request of his employer;

(d) absent from work on sick leave in terms of clause 8; and shall be deemed to commence—

- (i) in the case of an employee who is in employment at the date of coming into force of this Agreement, from the date on which the employee last became entitled to leave under Wage Determination No. 99 Sweet Manufacturing Industry, or under the Agreement published under Government Notice No. 2822 of the 24th December, 1948, period of operation of which was extended by Government Notice No. 2795 of the 30th December 1949, or from the date on which he entered the employer's service, whichever is the later;

(ii) in the case of all other employees, from the date they enter the employer's service.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month employment with the same employer who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1934, ten work days' sick leave in the aggregate during any one year of employment with him, and shall pay to him in respect of each such day one-fifth of the weekly wage he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a night watchman shall be entitled to and be granted leave on New Year's Day, Good Friday, Dingaan's Day and Christmas Day and shall be paid in respect of each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five, provided that an employee may be required to work on any such day.

(2) *Payment of Work on Public Holidays.*—(a) Whenever an employee other than a casual labourer works on New Year's Day, Dingaan's Day, Good Friday, or Christmas Day, his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five, plus in respect of each hour or part of an hour so worked such weekly wage divided by 45.

(b) Whenever a casual labourer works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual labourer, plus such wage divided by eight for each hour or part of an hour worked.

(3) *Payment for Work on Sundays.*—Whenever an employee other than a casual labourer, works on Sunday his employer shall pay him either—

(a) not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by two and-a-half; or

(b) not less than one and a half times the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by 45 for each hour or part of an hour so worked, and grant to him within 7 days of such Sunday or day's leave and pay to him in respect of such day leave not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five.

(4) *Casual Labourer.*—Whenever a casual labourer works on Sunday his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual labourer, divided by eight for each hour or part of an hour so worked.

10. PROPORTION OR RATIO.

An employer shall not employ—

(a) an assistant foreman, assistant forewoman or an unqualified clerical employee, unless he has in his employ, a foreman, forewoman, or qualified clerical employee respectively;

(b) an unqualified sweetmaker, unless he has in his employ one qualified sweetmaker;

(c) a general worker at a wage of less than £2. 7s. 6d. per week unless he has in his employ one general worker at a wage not less than £2. 7s. 6d. per week, and for each general worker receiving not less than £2. 7s. 6d. per week not more than one general worker at less than £2. 7s. 6d. per week may be employed;

(d) a male labourer under the age of eighteen years unless he has in his employ four male labourers of the age of eighteen years or over; or two male labourers under the age of eighteen years unless he has in his employ seven male labourers of the age of eighteen years or over; and for each qualified clerical employee or sweetmaker not more than one unqualified sweetmaker or clerical employee may be employed: Provided that—

(i) an employer who is wholly or mainly engaged in performing the work of a foreman, sweetmaker, or clerical employee may be deemed to be a foreman, qualified sweetmaker, or clerical employee, as the case may be;

- (ii) vir die doel van hierdie klousule kan 'n ongekwalifiseerde klerklike werknemer, of lekkergoedmaker wat minstens die loon ontvang wat in klousule 4 (1), na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker voorgeskryf word, as onderskeidelik 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker gereken kan word.

11. STUKWERK.

(1) 'n Werknemer wat vir 'n tydperk stukwerk verrig, moet die volle bedrag betaal word wat hy kragtens die stukwerk-ope waarop hy en sy werkgewer ooreengekom het, verdien het; met dien verstande dat, aangesien van die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van die tydperk minstens die besoldiging wat aan hom betaalbaar sou wees indien hy tydens die tydperk as tydwerker in diens gewees het, plus 15 persent betaal moet word.

(2) 'n Werknemer moet 'n tarief van die stukwerkloone wat in subklousule (1) voorgeskryf word, op 'n opvallende plek in nrigting vertoon hou en kan die loonskaal nie wysig, tensy sy sy werknemer minstens twee weke kennis van die voorgenome wysiging gegee het nie.

12. LOGBOEK.

(1) Elke werkgewer moet aan elke motorvoertuigbestuurder, of deeltydse motorvoertuigbestuurder in sy diens, 'n logboek met kopieblaai, so na as moontlik in die volgende vorm, verskaf:—

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Tyd waarop werk begin is.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal gewone werkure gewerk.....
 Getal oortydure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Breekstoppe, ongevallen en/of ander vertraginge.....

Handtekening van bestuurder.

(2) Elke bestuurder aan wie die logboek wat in subklousule 1) van hierdie artikel voorgeskryf word, verskaf is, moet, tensy hy deur siekte of ander onvermydelike oorsaak verhinder word, die daaglikse log ten opsigte van elke dag se werk in duplo nvl en binne vier-en-twintig uur na afloop van die dag se werk waarop dit betrekking het, 'n afskrif aan sy werkgewer aflewer.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log vir 'n tydperk van drie jaar na datum van invulling bewaar.

13. OORPAKKE.

(1) 'n Werknemer moet aan elkeen van sy werknemers kostelose oorpakke verskaf, of in plaas daarvan aan elke werknemer eenmaal in elke drie maande die bedrag van agt shillings en ses pennies betaal vir aankoop van oorpakke en hulle bly die werkgewer se eiendom.

(2) All oorpakke moet vir rekening van die werkgewer gewas en gestryk word. As werkgewers van hul werknemers vereis om hul oorpakke te was en stryk, moet hulle elke manlike werknemer 1s. per week en elke vroulike werknemer 9d. per week vir was en stryk van daardie oorpakke betaal.

(3) Die bepalinge van hierdie klousule is nie op 'n klerklike werknemer of op 'n handelsreisiger van toepassing nie.

14. VERBOD OP IN DIENS HÊ VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werknemer mag geen persoon onder vyftien jaar in diens hê nie.

15. DIENSSERTIFIKAAT.

Die werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n los arbeider, aan die werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van beëindiging vermeld, en 'n afskrif van die sertifikaat aan die Sekretaris van die Raad, Posbus 2678, Kaapstad, stuur.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer of sy werknemer, behalwe 'n los arbeider, moet, in die geval van 'n weekliks betaalde werknemer, minstens een week skriftelik opsegging vir beëindiging van die dienskontrak gee, en in die geval van 'n maandeliks betaalde werknemer, minstens twee weke skriftelike diensopsegging, van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer moet in plaas daarvan minstens—

(a) in die geval van 'n weekliks betaalde werknemer, een week se loon; en

(b) in die geval van 'n maandeliks betaalde werknemer, dubbel die weekloon betaal wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;

met dien verstande dat dit nie op—

(i) 'n werkgewer of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig om 'n rede wat wetlik as voldoende beskou word;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat vir 'n termyn van opsegging van gelyke duur vir altwee partye en vir langer as een week voorsiening maak, inbreuk maak nie.

- (ii) for the purpose of this clause, an unqualified clerical employee or sweetmaker receiving not less than the wage prescribed in clause 4 (1), for a qualified clerical employee or sweetmaker, as the case may be, may be deemed to be a qualified clerical employee or sweetmaker respectively.

11. PIECEWORK.

(1) An employee employed on piecework for any period shall be paid the full amount earned by him under the piecework rates agreed upon between him and his employer, provided that irrespective of the amount of piecework performed, such employee shall, in respect of such period be paid not less than the remuneration which would have been paid to him had he been employed as a time-worker during such period, plus 15 per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment, a schedule of the piecework rates referred to in sub-clause (1), and shall not alter such rates unless he has given his employee not less than two week's notice of the proposed alteration.

12. LOG BOOKS.

(1) Every employer shall provide a log book with duplicate folios for the use of every 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 over-time 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) of this section, unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log book in duplicate in respect of each day's work and shall, within twenty-four hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer.

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

13. OVERALLS.

(1) An employer shall supply overalls free of charge to each of his employees or in lieu thereof shall pay to each employee, once in every three months, the sum of eight shillings and sixpence for the purchase of overalls and they shall remain the property of the employer.

(2) All overalls shall be laundered at the expense of the employers. Where the employers require their employees to launder their overalls they shall pay to each male employee 1s. per week and to each female employee 9d. per week for laundering such overalls.

(3) The provisions of this clause shall not apply to a clerical employee or a traveller.

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. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual labourer, furnish such employee with a certificate of service, showing the full names of the employer and employee, the date of termination of contract and the rate of remuneration at such date of termination, and shall forward a copy of the certificate to the Secretary of the Council, P.O. Box 2678, Cape Town.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual labourer shall give not less than one week's notice, in the case of a weekly paid employee and not less than two week's notice in the case of a monthly paid employee, in writing, of his intention to terminate the contract of employment, or an employer shall pay in lieu thereof not less than—

(a) in the case of a weekly paid employee, one week's wage and

(b) in the case of a monthly paid employee, double 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 the contract of employment without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) As 'n ooreenkoms ingevolge die bepaling van die tweede voorbehoud by subklousule (1) van hierdie artikel gesluit is, is die bepaling of verbeuring in plaas van opsegging in verhouding tot die termyn van opsegging soos ooreengekom.

(3) Die diensopsegging wat in subklousule (1) van hierdie artikel voorgeskryf word, gaan in op die datum waarop dit gedurende die werknemer se afwesigheid met jaarlikse verlof gegee word; met dien verstande dat die diensopsegging nie kragtens klousule 7, of met siekteverlof kragtens klousule 8, gegee kan word nie.

17. VRYSTELLING.

(1) Die Raad kan vrystelling van enige van die bepalinge van hierdie Ooreenkoms aan, of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling verleen mag word om toe te laat dat 'n vroulike werknemer tussen die ure 6 nm. en 6 vm. diens doen nie, tensy die werk nodig is as gevolg van 'n noodtoestand of wat nodig is om die verlies van grondstowwe wat prosesbehandeling ondergaan en wat onderhewig is aan snelle ontbinding, te voorkom.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die termyn waarvoor die vrystelling van krag sal wees; met dien verstande dat die Raad na goeddunke en na een week skriftelike kennis aan die betrokke persone gegee is, 'n vrystelling kan herroep, of die termyn waarvoor die vrystelling verleen was verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word 'n vrystellingsertifikaat, deur hom onderteken, uitreik wat die volgende vermeld:—

- (a) Die naam van die betrokke persoon voluit;
- (b) die termyn waarvoor die vrystelling van krag is;
- (c) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (d) die voorwaardes waarop die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikaat wat uitgereik word, in volgorde nommer;
- (b) van elke sodanige sertifikaat 'n afskrif bewaar en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Kaapstad, stuur;
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

18. UITGAWES VAN DIE RAAD.

Ter bestryding van die Raad se uitgawes, moet elke werkgever 2d. per week of 9d. per maand van die dienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek. By die bedrag wat aldus afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag uiterlik die sewende (7de) dag van elke maand aan die Sekretaris van die Raad, Posbus 2678, Kaapstad, stuur, met die vorms soos per Aanhangsel A.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir leiding van die werkgevers en werknemers meningsuitsprake uitvaardig wat nie met sy bepalinge in stryd is nie.

20. AGENTE.

Die Raad moet een of twee bepaalde persone aanstel as agente om by die uitvoering van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige perseel betree, enige werkgever of werknemer ondervra en die aantekeninge van lone wat bepaal en tyd wat gewerk is nasien met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

21. VERTONING VAN OOREENKOMS.

Elke werkgever moet in of op die plek waar sy werknemers werk, 'n leesbare afskrif van hierdie Ooreenkoms in albei offisiële tale vertoon en vertoon hou.

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

Elke werkgever moet aan elkeen van sy werknemers wat verteenwoordigers van die Raad is, alle redelike fasiliteite verskaf om sy pligte in verband met die werk van die Raad na te kom.

23. AFTREKORDER.

Behoudens soos bepaal in klousule 5 (6) (a), moet 'n aftrekorder ingevoer word waarby die werkgevers die vakverenigingsledegeld weekliks van die lone van hul werknemers moet aftrek en daardie invorderings uiterlik op die 7de dag van elke maand aan die Sekretaris van die „Sweetworkers' Union" opstuur met die vorms soos per Aanhangsel A; met dien verstande dat die vakvereniging aan elke firma 'n lys van vakverenigingslede by daardie firma in diens, moet verstrek.

Soos gemagtig vir en namens die partye hede, die 20ste dag van Junie 1950 in Kaapstad onderteken.

H. J. COOPER,
Voorsitter van die Raad.

T. PETERSEN,
Ondervoorsitter van die Raad.

PAULINE POBBREY,
Sekretaris van die Raad.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1) of this section, 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) of this section shall take effect from the day 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 sick leave in terms of clause 8.

17. EXEMPTIONS.

(1) The Council may grant an exemption from any of the provisions of this Agreement to or in respect of any person, provided that no exemption shall be granted to permit a female employee being employed between the hours of 6 p.m. and 6 a.m. unless such work is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) The Council shall fix in respect of any persons granted exemption the conditions subject to which such exemption is granted, and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the persons concerned, withdraw any exemption, whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption, a licence of exemption signed by him setting out—

- (a) the full name of the person concerned;
- (b) the period during which the exemption shall operate;
- (c) the provisions of the Agreement from which exemption is granted;
- (d) the conditions subject to which such exemption is granted.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences of exemption issued;
- (b) retain a copy of each such licence and forward a copy to the Divisional Inspector of Labour, Cape Town;
- (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 2d. per week or 9d. per month from the earnings of the employees for whom minimum wages are prescribed in this Agreement. To this amount so deducted, the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 2678, Cape Town, not later than the seventh (7th) day of each month, on forms as per Annexure B.

19. ADMINISTRATION OF AGREEMENT.

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 employers and employees.

20. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An Agent may enter any establishment, may question any employer or employee and inspect the records of wages paid and time worked for the purpose of ascertaining whether the terms of this Agreement are being observed.

21. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in or at a place where the employees are working, a legible copy of the Agreement in both official languages.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives of the Council every reasonable facility to attend to their duties in connection with the work of the Council.

23. STOP ORDER.

Subject to the provisions of clause 5 (6) (a) a stop order shall be introduced whereby the employers shall deduct trade union subscriptions weekly from the wages of their employees and forward these collections to the Secretary of the Sweet Workers' Union, P.O. Box 2678, Cape Town not later than the seventh (7th) day of each month on forms as per Annexure A; provided that the union shall submit to each firm a list of trade union members of that firm.

Signed at Cape Town, as authorised and on behalf of the parties, on this 20th day of June, 1950.

H. J. COOPER,
Chairman of the Council.

T. PETERSEN,
Vice-Chairman of the Council.

PAULINE POBBREY,
Secretary of the Council.

AANHANGSEL A.

Van.....

Datum.....

Aan: Die Sekretaris,
"Sweet Workers' Union
(Cape Town Branch)",
Posbus 2678,
Kaapstad.

Hierby gaan die som van £..... wat die vakverenigingledegeld, ooreenkomstig artikel 23 van die Ooreenkoms verteenwoordig, vir die tydperk geëindig op die.....

GETAL VAKVERENIGINGSLEDE.

Getal.	Datum.
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig

Totaal.....

Totale getal vakvereniginglede teen 6d. per week

..... vir weke £.....

Totale getal vakvereniginglede teen 1s. per week

..... vir weke £.....

..... £.....

.....

Moet met u tjek uiterlik die 7de dag van elke maand aan die

kantoor van die vakvereniging gestuur word.

(Handtekening.)

AANHANGSEL B.

Van.....

Datum.....

Aan: Die Sekretaris,
Nywerheidsraad vir die Lekkergoednywerheid,
Posbus 2678,
Kaapstad.

Hierby gaan die som van £..... wat die Raadsfondsbydraes van ons werknemers en onself, ooreenkomstig artikel 18 van die Ooreenkoms verteenwoordig, vir die tydperk geëindig op die.....

GETAL WERKNEMERS.

Getal.	Datum.
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig
.....	vir week geëindig

Totale getal.....werknemers teen 2d. per week vir

.....weke £.....

Plus werkgeversbydrae van 2d. per werknemer per

week £.....

Moet met u tjek uiterlik op die 7de dag van elke maand aan

die kantoor van die Raad gestuur word.

(Handtekening.)

★ No. 465.] [23 Februarie 1951.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,

1941.

LEKKERGOEDVERVAARDIGINGSNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoedvervaardigingsnywerheid, Kaap, bekendgemaak by Goewermentskennisgewing No. 464 van 23 Februarie 1951, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

ANNEXURE A.

From.....

Date.....

To The Secretary,
Sweet Workers' Union,
(Cape Town Branch),
P.O. Box 2678,
Cape Town.

Enclosed please find the sum of £..... representing Union subscriptions in terms of section 23 of the Agreement for the period ending.....

NO. OF UNION MEMBERS.

No.	Date.
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending

Total.....

Total number of Union members at 6d. per week

..... for weeks £.....

Total number of Union members at 1s. per week

..... for weeks £.....

..... £.....

.....

To be forwarded with your cheque to the office of the Union

not later than the 7th day of each month.

(Signature.)

ANNEXURE B.

From.....

Date.....

To The Secretary,
Industrial Council Sweetmaking Industry (Cape),
P.O. Box 2678,
Cape Town.

Enclosed please find the sum of £..... being Council fees from our employees and ourselves, in terms of section 18 of the Agreement, for the period ending.....

NUMBER OF EMPLOYEES.

No.	Date.
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending

Total number.....employees at 2d. per week for

.....weeks £.....

Add employer's contribution of 2d. per employee per

week £.....

To be forwarded with your cheque to the office of the Council

not later than the 7th day of each month.

(Signature.)

★ No. 465.] [23 February 1951.

FACTORIES, MACHINERY AND BUILDING WORK

ACT, 1941.

SWEETMAKING INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister, of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, relating to the Sweetmaking Industry, Cape, published under Government Notice No. 464 of the 23rd February, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.