

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1722.] [6 Julie 1951.
NYWERHEID-VERSOENINGSWET, 1937.

BAK- EN BANKETNYWERHEID, PORT
ELIZABETH EN UITENHAGE.

Ek, PAUL OLIVER SAUER, Waarnemende 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 hiertoe verskyn en op die Bak- en Banketnywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan 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 1, 3 tot en met 19, 21 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebiede Port Elizabeth, Uitenhage en Walmer; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 19, 21 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag in die Munisipale gebiede Port Elizabeth, Uitenhage en Walmer *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordoms krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1722.] [6 July 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

BAKING AND CONFECTIONERY INDUSTRY,
PORT ELIZABETH AND UITENHAGE.

I, PAUL OLIVER SAUER, Acting 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 Baking and Confectionery Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organization and the trade union which entered into the said agreement and upon the employers and employees who are members of that organization or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in Clauses 1, 3 to 19 (inclusive), 21 and 22 of the said Agreement shall be binding from the second Monday after the 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 municipal areas of Port Elizabeth, Uitenhage and Walmer; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal areas of Port Elizabeth, Uitenhage and Walmer and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in Clauses 1, 3 to 19 (inclusive), 21 and 22 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.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE BAK- EN BANKETNYWERHEID, PORT ELIZABETH EN UITENHAGE.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die

„Port Elizabeth Master Bakers' Association”

(hierna „die werkgewers” of die „bedryfswerkgewersorganisasie” genoem, aan die een kant, en die

„Operative Bakers', Confectioners' and Conductors' Union, Port Elizabeth and Uitenhage”

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

wat die partye is by die Nywerheidsraad vir die Bak- en Banketnywerheid (Port Elizabeth and Uitenhage).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede Port Elizabeth, Walmer en Uitenhage nagekom word deur alle werkgewers en werknemers in die bak- en banketbaknywerheid wat lede is van die werkgewersorganisasie en die vakvereniging.

(2) Niks in hierdie Ooreenkoms het 'n ongunstige uitwerking op enige loonskaal gebaseer op tyd gewerk en wat op die datum waarop hierdie Ooreenkoms in werking tree, mag bestaan en vir die betrokke werknemer gunstiger mag wees as dié wat in artikel 4 van hierdie Ooreenkoms bepaal word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister vasstel ingevolge artikel *agt-en-veertig* van die Wet en bly van krag vir twaalf maande of vir die tydperk wat hy mag vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis bepaal is in die Nywerheid-versoeningswet, 1937, het dieselfde betekenis in in daardie Wet; by verwysing na 'n Wet is ook elke wysiging van dié Wet inbegrepe, en behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy dit in stryd is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „volwassene”, 'n werknemer wat 18 jaar oud of ouer is;
- „volwasse algemene assistent”, 'n ander volwasse werknemer as 'n voorman, of 'n banketbakker, of pasteikok, wat banket maak en wat onder toesig van 'n banketbakker staan;
- „bakker”, 'n deegmaker, oondwerker of vormmaker;
- „bak”, die vervaardiging van brood, waarby ronde broodjies, bolletjies en fantasie-brood inbegrepe is;
- „banketbakker”, 'n werknemer wat die werk van 'n pasteikok verrig en wat boonop koeke versier en in besit is van 'n sertifikaat van die Raad ten effekte dat, volgens die Raad se mening, hy bevoeg is om by afwesigheid van die voorman op las van laasgenoemde, of van die werkgewer, in 'n inrigting toesig te hou oor alle afdelings van werk vir maak van banket;
- „banket”, ook koeke, pastei of ander met gisstof gemaakte goedere as brood;
- „Raad”, die Nywerheidsraad vir die Bak- en Banketnywerheid, Port Elizabeth en Uitenhage, wat ingevolge artikel *twee* van die Nijverheid Verzoenings Wet, 1924, geregistreer is en beskou word as geregistreer te wees ingevolge artikel *negen-tien* van die Nywerheid-versoeningswet, 1937;
- „aflerwingswerknemer”, 'n werknemer wat op enige dag die produkte van 'n inrigting te voet, per fiets of handvoertuig regstreeks uit die inrigting aan hoogstens tien (10) klante aflerw;
- „versendingsklerk”, 'n werknemer wat verantwoordelik is vir die toesig hou oor verpakking, natel en versending van goedere;
- „deegmaker”, 'n werknemer wat deeg en gisstowwe maak;
- „ervaring”, die totale duur van diens na gelang van die geval in die bakkers- of in die banketbakkersafdeling van die nywerheid;
- „inrigting”, elke plek waar die Bak- en Banketbaknywerheid uitgeoefen word;
- „voorman”, 'n bakker of banketbakker in beheer oor 'n skof wat brood en/of banket maak en gedurende die hele skof wat hy werk in die inrigting aanwesig is;
- „algemene arbeider”, 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—
Goedere, materiaal of gerei dra of stapel;
werkplekke, persele, voertuie of diere skoonmaak;
masjiene, bakke, panne, dose of blikke was of skoonmaak;
oonde voorberei en brandstof daarheen dra en stook;
- „uurloon”, die weekloon in hierdie Ooreenkoms voorgeskryf, gedeel by 46;
- „los werker”, 'n bakker en/of banketbakker, manlik of vroulik, wat hoogstens twee agtereenvolgende dae in 'n week in diens is;
- „vakman”, 'n werknemer met minstens vyf jaar ervaring in die Bak- en Banketbaknywerheid;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND CONFECTIONERY INDUSTRY, PORT ELIZABETH AND UITENHAGE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Port Elizabeth Master Bakers' Association

(hereafter referred to as “the employers” or “the trade employers' organisation”), of the one part; and the Operative Bakers', Confectioners' and Conductors' Union, Port Elizabeth and Uitenhage

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

being parties to the Industrial Council for the Baking and Confectionery Industry, Port Elizabeth and Uitenhage.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Municipal Areas of Port Elizabeth, Walmer and Uitenhage by all employers and employees in the Baking and Confectionery Industry who are members of the employers' organisation and the trade union.

(2) Nothing in this Agreement shall adversely affect any rates of wages based on time worked which may be in existence at the date on which this Agreement comes into operation and which are more favourable to the employee concerned than those laid down in section 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

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

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, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, word importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“adult” means an employee of the age of 18 years or over;

“adult general assistant” means an adult employee other than a foreman, or a confectioner or pastry cook who is employed in making confectionery, and is under the supervision of a confectioner;

“baker” means a doughmaker, ovenman or table-hand;

“baking” means the manufacture of bread which includes rolls, buns and fancy bread;

“confectioner” means an employee who performs the work of pastry cook and who in addition performs the work of ornamenting cakes and who holds a certificate from the Council to the effect that in its opinion he is competent to take charge of all branches of work in the making of confectionery in an establishment in the absence of the foreman on instruction by the latter or by the employer;

“confectionery” includes cakes, pastries or fermented goods other than bread;

“Council” means the Industrial Council for the Baking and Confectionery Industry, Port Elizabeth and Uitenhage, registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen* of the Industrial Conciliation Act, 1937;

“delivery employee” means an employee who delivers on foot or by bicycle or hand-propelled vehicle the products of an establishment direct from the establishment to not more than ten (10) customers in any one day;

“despatch clerk” means an employee who is responsible for the supervising, packing, checking and despatch of goods;

“dough-maker” means an employee who is engaged in the making of dough and fermentation;

“experience” means the total period of employment in the baking section or the confectionery section of the Industry, as the case may be;

“establishment” means any place in which the Baking and Confectionery Industry is carried on;

“foreman” means a baker or confectioner who is in charge of a shift engaged in making bread and/or confectionery, and is present in the establishment during the whole shift which he is working;

“general labourer” means an employee who is engaged in one or more of the following operations:—

- Carrying or stacking goods, materials or utensils;
- cleaning workshops, premises, vehicles or animals;
- washing or cleaning machines, trays, pans, boxes or tins;
- preparing, carrying and feeding fuel to furnaces;

“hourly rate” means the weekly wage prescribed in this Agreement divided by 46;

“jobber” means a baker and/or confectioner of either sex who is employed for not more than two days consecutively, in any week;

“journeyman” means an employee who has had not less than five years' experience in the Baking and Confectionery Industry;

- "jeugdige", 'n werknemer wat nog nie 18 jaar oud is nie;
 "leerling", 'n werknemer in diens by een van die werksaamhede vermeld in subartikels (1) (a) (ii) en (b) (ii), (iii) en (iv) van artikel 4 van hierdie Ooreenkoms, maar met minder as vyf jaar ervaring daarvan;
 "leerling-verkoper", 'n werknemer wat vir minstens ses maande as 'n bestelwaghandlanger in diens was en wat daarna in dieselfde inrigting in diens is om die werk van 'n verkoper te leer en vir nie meer as ses maande as sodanig in diens mag wees nie;
 "oondwerker", 'n werknemer belas met die toesig oor die oonde in 'n bakhuys en wat verantwoordelik is vir die bak van brood;
 "verpakker", 'n werknemer wat goedere vir aflewering verpak;
 "pasteikok", 'n werknemer wat pasteie en kook meng, bak en/of kook met uitsondering van versierwerk;
 "verkoper", 'n werknemer wat in beheer is oor 'n perdevoertuig, of motorvoertuig, wat gebruik word om die inrigting se goedere op 'n rondte af te lewer, hetsy hy daarbenewens 'n meganiese voertuig bestuur of nie, of 'n werknemer wat op 'n dag aan meer as tien (10) klante regstreeks uit die inrigting aflewer;
 "vormmaker", 'n werknemer wat brood vorm;
 "bestelwagbediende", 'n werknemer wat die produkte van 'n inrigting onder toesig van 'n verkoper aflewer.

4. LONE.

(1) Geen lone teen laer skale as die volgende, gelees tesame met die ander bepalings van hierdie klousule, mag deur 'n werk-gewer betaal en deur 'n werknemer aangeneem word nie:—

	Per week. £ s. d.
(a) Bakafdeling—	
(i) Voorman	6 3 8
(ii) Deegmaker, oondwerker, of vormmaker	4 6 0
(b) Banketafdeling—	
(i) Voorman	6 9 0
(ii) Banketbakker	4 16 9
(iii) Pasteikok	4 6 0
(iv) Volwasse algemene assistent	3 5 0
(c) Leerlinge in die bak- en banketbakafdelings—	
die eerste jaar ervaring	1 12 6
die tweede jaar ervaring	1 17 6
die derde jaar ervaring	2 2 6
die vierde jaar ervaring	2 12 6
die vyfde jaar ervaring	3 2 6
en daarna die minimum loon vir sy klas.	
(d) Algemeen—	
(i) Verkoper	4 2 0
(ii) Leerlingverkoper—	
gedurende eerste drie maande	3 0 0
gedurende tweede drie maande	3 10 0
(iii) Versendingsklerk	4 2 0
(iv) Verpakker	3 0 0
(v) Afleweringswerknemer	1 15 0
(vi) Bestelwagbediende (jeugdige)	1 2 6
(vii) Bestelwagbediende (volwasse)	1 12 0
(viii) Algemene arbeider	1 15 0

(2) 'n Los werknemer moet teen die uurloon vir die klas werk wat deur hom verrig word, betaal word; met dien verstande dat aan geen los werker 'n kleiner bedrag per dag as agtmaal sy uurloon betaal mag word nie.

(3) 'n Werknemer van wie vereis, of wat toegelaat word om op 'n dag twee of meer klasse werk te verrig, moet vir die tyd aan elke sodanige klas werk bestee, betaal word teen die uurloon wat van toepassing is op elke klas; met dien verstande dat indien die tyd bestee aan die werk waarvoor 'n hoër loon betaalbaar is, op 'n dag meer as drie uur is, die werknemer vir die hele dag teen die hoër loon betaal moet word.

5. LEWENSKOSTETOELAE.

Bo en behalwe die lone voorgeskryf in artikel 4 (1) (a), (b), (c) en (d), moet elke werkgever elke week aan elkeen van sy werknemers as lewenskostetoelae 'n bedrag betaal bereken in ooreenstemming met die bepalings van Oorlogsmaatreël No. 43 van 1942, gepubliseer by Proklamasie No. 110 van 22 Mei 1942, soos van tyd tot tyd gewysig. Die skaal van die Oorlogsmaatreëltoelae soos voorgeskryf in die genoemde Oorlogsmaatreël op die datum van ondertekening van hierdie Ooreenkoms, moet gedurende die tydbestek van hierdie Ooreenkoms gehandhaaf word as die minimum lewenskostetoelae wat betaalbaar is kragtens hierdie artikel ondanks 'n verlaging in die skale van die genoemde Oorlogsmaatreëltoelae.

6. KORTTYDURE.

(1) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms en behoudens die bepalings van subartikel (2) van hierdie artikel, kan 'n werkgever weens slapte in die bedryf of die behoeftes van die bedryf sy werknemers korttyd laat werk en sulke werknemers in plaas van die voorgeskrewe weekloon, die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk betaal.

(2) 'n Werkgever moet voor die dag waarop en met ingang daarvan hy voornemens is om korttydure te laat werk, die betrokke werknemers in kennis stel. Enige werknemer wat nie aldus in kennis gestel is nie en wat hom by die inrigting meld, het die reg om vir 'n halwe dag te werk of om 'n minimum, bedraende die helfte van sy dagloon, te ontvang.

- "juvenile" means an employee under the age of 18 years;
 "learner" means an employee who is employed in but has had less than five year's experience in one of the occupations specified in sub-sections (1) (a) (ii) and (b) (ii), (iii) and (iv) of section 4 of this Agreement;
 "learner salesman" means an employee who has been employed for not less than six months as a vanboy and who is thereafter employed with the same establishment on learning the work of a salesman and may be so employed for not more than six months;
 "ovenman" means an employee who is in charge of the ovens in a bakehouse, and who is responsible for the firing of bread;
 "packer" means an employee who packs goods for delivery;
 "pastrycook" means an employee who performs mixings, baking and/or cooking of pastries and cakes, excluding ornamenting;
 "salesman" means an employee who is in charge of a horse-drawn or motor vehicle which is used for delivering the products of an establishment on a round, whether or not in addition he drives a mechanically propelled vehicle; or an employee who delivers to more than 10 (ten) customers in any one day direct from the establishment;
 "table-hand" means an employee who moulds bread;
 "van-boy" means an employee engaged in delivering the products of an establishment under the supervision of a salesman.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—

	Per Week. £ s. d.
(a) Baking Section—	
(i) Foreman	6 3 8
(ii) Dough-maker, ovenman or table-hand	4 6 0
(b) Confectionery Section—	
(i) Foreman	6 9 0
(ii) Confectioner	4 16 9
(iii) Pastrycook	4 6 0
(iv) Adult general assistant	3 5 0
(c) Learners in baking and confectionery sections—	
first year of experience	1 12 6
second year of experience	1 17 6
third year of experience	2 2 6
fourth year of experience	2 12 6
fifth year of experience	3 2 6
and thereafter the minimum wage for his class.	
(d) General—	
(i) Salesman	4 2 0
(ii) Learner Salesman—	
for the first three months	3 0 0
for the second three months	3 10 0
(iii) Despatch clerk	4 2 0
(iv) Packer	3 0 0
(v) Delivery employee	1 15 0
(vi) Van-boy (adult)	1 12 0
(vii) Van-boy (juvenile)	1 2 6
(viii) General labourer	1 15 0

(2) A jobber shall be paid at the hourly rate for the class of work upon which he is employed; provided that no jobber shall be paid a lower amount per day than eight times his hourly rate.

(3) An employee who on any one day is required or allowed to perform two or more classes of work shall for the time worked at each such class be paid at the hourly rate applicable to each such class; provided that if the time occupied on the work to which a higher wage applies exceeds three hours on any one day, the employee shall be paid the higher wages for the whole day.

5. COST OF LIVING ALLOWANCE.

In addition to the wages prescribed in section 4 (1) (a), (b) (c) and (d) every employer shall each week pay as a cost of living allowance to each of his employees an amount calculated in accordance with the terms of War Measure No. 43 of 1942, published under Proclamation No. 110 of the 22nd May, 1942, as amended from time to time. The rate of War Measure allowances as provided for in the said War Measure as at date of signature of this Agreement shall continue during the currency of this Agreement to be the minimum cost of living allowances payable in terms of this section notwithstanding any decrease in the rates of such War Measure allowance.

6. SHORT TIME.

(1) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of sub-section (2) of this section, an employer may, on account of slackness of work or the exigencies of trade, work his employees short time and pay such employees, instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour worked.

(2) An employer shall, prior to the day on and from which he intends to work short time, notify the employees concerned. Any employee who is not given such notice shall on attending at the establishment, be entitled to be employed for a half-day or receive a minimum of one-half of his daily wage.

7. BETALING VAN VERDIENSTE.

(1) Lone en ander verdienste moet weekliks, of by diensbeëindiging, indien dit voor die gebruikelike betaaldag van die werknemer val, kontant betaal word.

(2) Geld wat ingevolge die Ooreenkoms aan werknemers verskuldig is, moet aan werknemers in koevert oorhandig word waarop die betaaldatum, die naam van die werknemer en die bedrag aan geld daarin vervat, op die buitekant aangeteken is.

(3) Vir die opleiding van 'n werknemer mag deur 'n werkgever geen premie gevorder of aangeneem word nie.

(4) Indien die werk in enige inrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die verdienste van elke werknemer deur die werkgever aan hom uitbetaal word.

(5) Geen kortings van watter aard ook, behalwe onderstaande, mag van die lone en skale aan 'n werknemer verskuldig afgetrek word nie:—

- (a) Indien 'n werknemer van die werk wegbly—'n *pro rata* bedrag vir die duur van sodanige afwesigheid.
- (b) Met skriftelike toestemming van die werknemer—kortings vir vakansie-, versekerings-, of pensioenfondse, of ledegelde aan die vakverenigingsfondse.
- (c) Heffings ingevolge artikel 17 van hierdie Ooreenkoms.
- (d) Enige bedrag wat deur 'n werkgever, kragtens enige wet, ordonansie of regsgeding, ten behoeve van 'n werknemer betaal word.
- (e) Kortings ingevolge artikel 20 van hierdie Ooreenkoms.

8. WERKURE.

(1) Behalwe waar dit anders in hierdie Ooreenkoms bepaal word, kan geen werkgever vereis of toelaat dat 'n werknemer, behalwe een wat uitsluitlik werksaam is as opsigter, wag, verkoper, afleweringswerknemer, of bestelwabediende—

- (a) meer as 46 uur per week, met uitsondering van etenstye, werk nie; of
- (b) meer as 8 uur per dag, met uitsondering van etenstye, werk nie; met dien verstande dat in enige inrigting waarin—
 - (i) die gewone werkure op een dag per week hoogstens vyf is van 'n werknemer vereis of hy toegelaat kan word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers nie gewoonlik op meer as vyf dae per week werk nie van 'n werknemer op enige dag vereis of hy toegelaat kan word om 'n addisionele tydperk van hoogstens een-en-'n-kwart uur te werk; of
- (c) 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur werk nie; met dien verstande dat vir die doeleindes van hierdie paragraaf werktidperke onderbreek deur 'n tussenpoos van minder as een uur as aaneenlopend beskou word;
- (d) wat 'n vrou is—
 - (i) tussen sesuur nm. en sesuur vm. werk nie; of
 - (ii) na eenuur nm. op meer as vyf dae per week werk nie.

(2) Ondanks die bepalinge van paragrafe (a) en (b) van sub-artikel (1) en van subartikel (4) van hierdie artikel, behalwe soos bepaal in artikel 9 van hierdie Ooreenkoms, kan 'n werkgever vereis of toelaat dat 'n werknemer oortydure vir 'n totale tydperk van hoogstens onderstaande in 'n week werk—

- (a) tien uur; of
- (b) 'n aantal ure (wat tien kan oorskry) vasgestel deur die Raad by skriftelike kennisgewing aan die werkgever waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, genoem word; met dien verstande dat geen werkgever kan eis of toelaat dat 'n vroulike werknemer oortyd werk nie—
 - (a) vir meer as twee uur per dag;
 - (b) op meer as drie opeenvolgende dae;
 - (c) op meer as sestig dae per jaar;
 - (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy—
 - (i) dié werknemer voor middag daarvan in kennis gestel het; of
 - (ii) aan die werknemer 'n toereikende ete verskaf het voor sy met oortyd moet begin; of
 - (iii) aan die werknemer betyds 'n toelae van minstens 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortyd moet begin.

(3) Dit word beskou dat 'n werknemer werk, benewens enige tydperk wat hy werklik werk—

- (a) gedurende die hele duur van enige tussenpoos in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele tussenpoos te verlaat nie; of
- (b) gedurende enige ander tydperk wat hy op die perseel van sy werkgever is;

met dien verstande dat as dit bewys word dat so'n werknemer nie gewerk het nie en vry was om die perseel te verlaat gedurende enige gedeelte van enige tydperk genoem in paragraaf (b), die vooropstelling waarvoor in hierdie subartikel voorsiening gemaak word, nie van toepassing is ten opsigte van die werknemer met betrekking tot daardie gedeelte van daardie tydperk nie.

(4) Die gewone werkure van alle verkopers, afleweringsbediendes en bestelwabediendes mag hoogstens die volgende wees:—

- (i) vier-en-vyftig in 'n week;
- (ii) nege op 'n dag-tussen die ure 6.30 vm. en 3.30 nm.

7. PAYMENT OF EARNINGS.

(1) Wages and other earnings shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) Money due to employees in terms of the Agreement shall be handed to employees in envelopes bearing on the outside the date of payment, the name of the employee and the amount of money contained therein.

(3) No premium for the training of an employee shall be charged or accepted by an employer.

(4) Where, in any establishment, work is performed by employees organized in sets or teams, each employee shall be paid his earnings by the employer.

(5) No deductions of any kind, other than the following, may be made from the wages and rates due to an employee:—

- (a) Where an employee is absent from work—a *pro rata* amount for the period of such absence.
- (b) With the written consent of the employee—deductions for holiday, insurance, or pension funds, or for contributions to the funds of the trade union.
- (c) Levies in terms of section 17 of this Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Deductions in terms of section 21 of this Agreement.

8. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement no employer shall require or permit an employee, other than one exclusively employed as a caretaker, watchman, salesman, delivery employee or van-boy—

- (a) to work for more than 46 hours, excluding meal times, in any one week; or
- (b) to work for more than 8 hours, excluding meal times, on any one day: Provided that in any establishment in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (d) who is female, to work—
 - (i) between six o'clock p.m. and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) and of sub-section (4) of this section and save as is provided in section 9 of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of not less than 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) An employee shall be deemed to be working in addition to any period during which he is actually working—

- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period during which he is on the premises of his employer;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph (b), the presumption provided for in this sub-section shall not apply in respect of such employee with reference to that portion of such period.

(4) The ordinary hours of work of all salesmen, delivery employees and van boys shall not exceed—

- (i) fifty-four hours in any week;
- (ii) nine hours in any day between the hours of 6.30 o'clock a.m. and 3.30 o'clock p.m.

(5) Vir die toepassing van subartikel (1) (a), word dit beskou dat 'n werknemer wat nie op enige vakansiedag, genoem in artikel 9 (2), werk nie, of wat op dié vakansiedag minder as sy gemiddelde gewone werkure werk vir die dag van die week waarop die vakansiedag val, sy gemiddelde gewone werkure op daardie dag gewerk het.

9. BETALING VIR OORTYDURE, SONDAE EN OPENBARE VAKANSIEDAE.

(1) 'n Werkgewer moet aan elke werknemer by hom in diens besoldiging betaal teen 'n skaal van minstens een-en-eenderde maal sy uurloon ten opsigte van alle oortydure wat deur die werknemer gewerk is.

(2) (a) As 'n werknemer nie op die volgende statuêre vakansiedae werk nie:—

Nuwejaarsdag, Goeie-Vrydag, Paas-Maandag, Hemelvaartsdag, Ryksdag (24 Mei), Uniedag (31 Mei), Koningsverjaardag (eerste Maandag in Augustus), Wienersdag (eerste Maandag in Oktober), Dingaansdag, Kersdag, Tweede Kersdag;

moet sy werkgever hom ten opsigte van sulke dag besoldiging teen 'n skaal van minstens sy gewone loon betaal asof hy op so'n dag sy gemiddelde gewone werkure op daardie dag van die week gewerk het.

(b) Wanneer 'n werknemer ookal op enigeen van die in (a) hierbo genoemde statuêre vakansiedae werk, moet sy werkgever hom ten opsigte van die hele tydperk op daardie dag gewerk, besoldiging betaal teen 'n skaal van minstens sy gewone loon, benewens die besoldiging waarop hy reg sou hê as hy nie aldus gewerk het nie.

(c) As enigeen van die vakansiedae waarna hierbo verwys word, op 'n Saterdag val, moet 'n werkgever wat 'n vyfdaagse week werk, aan elke werknemer in sy diens besoldiging teen 'n skaal van minstens sy gewone besoldiging vir een dag betaal gedurende die week wat aan daardie Saterdag voorafgaan.

(3) As 'n werknemer op Sondag werk, moet sy werkgever of—

(a) aan die werknemer minstens dubbel die besoldiging, betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n werkdag gewerk word, betaal; of

(b) aan die werknemer besoldiging betaal teen minstens een-en-eenderde maal sy gewone loon ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na die Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loon asof hy op daardie vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. VERLOF.

(1) Alle werknemers (behalwe los werkers) vir wie minimum lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word, moet jaarliks ten opsigte van elke tydperk van twaalf maande diens by 'n werkgever minstens twee opeenvolgende volle weke en twee dae verlof met volle betaling toegestaan word; met dien verstande dat—

(a) die tydperk van die verlof nie mag saamval met enige tydperk wat 'n werknemer vredestrydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912) ondergaan nie; en

(b) as 'n openbare vakansiedag, genoem in artikel 8 (2), binne die tydperk van die verlof val, dié vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van afwesighedsverlof met volle betaling.

L.W.—Vir die doeleindes van berekening van verskuldigde verlofbetaling kragtens hierdie klousule, is die loon vir „twee dae” twee-sesdes van die weekloon.

(2) Die verlof genoem in subartikel (1) van hierdie artikel moet gemeen word op 'n tydperk waarvoor die werkgever en werknemer onderling ooreenkom; met dien verstande dat dié verlof so toegestaan moet word dat dit binne twee maande na die beëindigingsdatum van die tydperk van twaalf maande genoem in subartikel (1), verstryk.

(3) Elke tydperk wat 'n werknemer—

(a) ingevolge hierdie artikel met verlof is; of

(b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredestrydse opleiding ondergaan; of

(c) volgens opdrag of op versoek van die werkgever van werk afwesig is; of

(d) weens siekte of bevalling van werk afwesig is;

word vir die doeleindes van subartikels (1) en (4) as diens beskou; met dien verstande dat die bepalings van paragraaf (d) nie van toepassing ten opsigte van onderstaande is nie—

(i) enige afwesigheds tydperk weens siekte van meer as drie opeenvolgende dae as die werknemer versuim om, nadat die werkgever hom om so'n sertifikaat versoek het, aan die werkgever 'n sertifikaat van 'n geneesheer voor te lê, dat hy weens siekte verhinder was om sy werk te doen; of

(ii) enige totale afwesigheds tydperk van meer as dertig dae gedurende enige twaalf maande diens.

(4) By diensbeëindiging moet die werkgever aan sy werknemer sy volle besoldiging betaal—

(a) ten opsigte van enige verloftydperk wat opgeloop het, maar wat nie voor die datum van beëindiging van die diens toegestaan is nie; en

(b) vir een-en-een-sesde dag ten opsigte van elke volle maand diens by die werkgever na die datum waarop hy laas ingevolge subartikel (1) op verlof geregtig was, of in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, na die aanvangsdatum van sy diens.

(5) For the purposes of sub-section (1) (a) an employee who does not work on any holiday referred to in section 9 (2), or who on such holiday works less than his average ordinary working hours for the days of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

9. PAYMENT FOR OVERTIME, SUNDAYS AND PUBLIC HOLIDAYS.

(1) An employer shall pay to each employee employed by him remuneration at a rate not less than one and one-third times his hourly rate in respect of all overtime worked by such employee.

(2) (a) If an employee does not work on the following statutory holidays:—

New Year's Day, Good Friday, Easter Monday, Ascension Day, Empire Day (24th May), Union Day (31st May), King's Birthday (first Monday in August), Wiener's Day (first Monday in October), Dingaan's Day, Christmas Day, Boxing Day;

his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Whenever an employee works on any of the statutory holidays specified in (a) above, his employer shall pay him remuneration at a rate of not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(c) If any of the holidays referred to in this section fall on a Saturday an employer working a five-day week shall nevertheless pay to each employee employed by him remuneration at a rate not less than his ordinary remuneration for one day during the week preceding such Saturday.

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. LEAVE.

(1) All employees (other than jobbers) for whom minimum wages are prescribed in section 4 of this Agreement shall be given annually on full pay in respect of each period of twelve months' employment with an employer not less than two consecutive weeks and two days' leave; provided that—

(a) the period of such leave shall not be concurrent with any period during which an employee is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and

(b) if any public holiday referred to in section 8 (2), falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

NOTE.—For the purpose of calculating the leave pay due in terms of this clause the pay for "two days" shall be two-sixths of the weekly wage.

(2) The leave referred to in sub-section (1) of this section shall be taken at a time mutually agreed upon by the employer and employee; provided that such leave shall be granted so as to expire within two months after the date of termination of the period of twelve months referred to in sub-section (1).

(3) Any period during which an employee—

(a) is on leave in terms of this section; or

(b) undergoes peace training under the South Africa Defence Act, 1912; or

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

(d) is absent from work owing to illness or confinement;

shall be deemed to be employment for the purpose of sub-sections (1) and (4):

Provided that the provisions of paragraph (d) shall not apply in respect of—

(i) any period of absence owing to illness of more than three consecutive days, if the employee fails after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work; or

(ii) any total period of absence during any twelve months' employment which is in excess of thirty days.

(4) Upon termination of employment, the employer shall pay to an employee his full pay—

(a) in respect of any period of leave which has accrued but was not granted before the date of termination of the employment; and

(b) for one and one-sixth days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave, in terms of sub-section (1), or in the case of an employee who has been employed for less than twelve months after the date of commencement of his employment.

(5) Die werkgewer moet aan 'n werknemer, aan wie verlof ingevolge hierdie artikel toegestaan is, sy betaling ten opsigte van die verloftydperk op of voor die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(6) Enige bedrag wat ingevolge subartikel (4) of subartikel (5) aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop verlof moes begin, of, na gelang van die geval, sy diens beëindig is.

(7) Vir die doeleindes van hierdie artikel word dit beskou dat diens begin van—

- (a) die datum waarop die werknemer by die werkgewer in diens getree het; of, na gelang van die jongste datum;
- (b) die datum waarop die werknemer laas op verlof geregtig geword het.

11. AFLEWERING OP SONDAG EN OPENBARE VAKANSIEDAE.

Geen werkgewer of werknemer word toegelaat om sonder voorafgaande skriftelike toestemming van die Raad, brood en/of bakket op Sondag of enige openbare vakansiedag af te lewer of te verskaf nie.

12. GETALLEVERHOUDING VAN WERKNEMERS.

(1) 'n Werkgewer mag nie 'n bakker of 'n banketbakker in diens neem nie tensy 'n voorman in die betrokke afdeling in diens is en dié voorman moet aanwesig en op diens wees gedurende die werktidperk van elke skof; met dien verstande dat 'n werkgewer wat in sy inrigting self as 'n voorman werksaam is, vir die doeleindes van hierdie klousule as 'n voorman beskou kan word.

(2) In elke inrigting moet een vakman in die bakkersafdeling van die nywerheid in diens wees, voordat 'n leerling in daardie afdeling in diens geneem mag word, en vir elke sodanige vakman mag hoogstens een sodanige leerling in diens geneem word.

(3) In elke inrigting moet een banketbakker of pasteikok in diens wees voordat 'n leerling in diens geneem mag word, en vir elke banketbakker of pasteikok mag hoogstens een leerling in diens geneem word.

(4) In elke inrigting moet 'n voorman-banketbakker of 'n banketbakker in diens wees voordat 'n volwasse algemene assistent in diens geneem mag word; en hoogstens een volwasse algemene assistent kan in diens geneem word vir elke voorman-banketbakker of banketbakker wat in diens is.

(5) In elke inrigting moet drie verkopers in diens wees voordat 'n leerling-verkoper in diens geneem kan word en hoogstens een sodanige leerling kan in sodanige inrigting in diens geneem word.

13. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop dié vrystelling verleen word en die termyn waarvoor die vrystelling geldig is, vasstel; met dien verstande dat die Raad na goedgekeurde en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, enige vrystellingssertifikaat kan intrek, of die termyn waarvoor vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n deur hom ondertekende vrystellingssertifikaat uitreik waarin vermeld word—

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

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingssertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke sertifikaat 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
- (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. DIENSBEEÏNDIGING.

(1) 'n Werkgewer of 'n werknemer moet, behoudens soos bepaal in subartikel (2) van hierdie artikel, minstens een week tevore met ingang van die gewone betaaldag van die werknemer die diens opsig; met dien verstande dat dit nie inbreuk op onderstaande maak nie—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder opsegging te beëindig weens enige goeie rede wat wetlik as voldoende erken word;
- (b) enige ooreenkoms tussen die werkgewer en werknemer waarby vir 'n langer diensopseggingstermyn as een week voorsiening gemaak word;

en voorts met dien verstande dat 'n werkgewer aan 'n werknemer loon, teen die skaal soos voorgeskryf vir sy klas, kan betaal in plaas van die diens, soos voorgeskryf of ooreengekom is, op te sê.

(2) Die bepalings van hierdie artikel is nie op los werkers van toepassing nie.

15. DIENSSERTIFIKATE.

(1) Ten einde die loon wat aan 'n leerling betaal moet word, te kan vasstel, moet elke werkgewer aan elkeen van sy leerlinge wanneer hy sodanige werkgewer se diens verlaat, kosteloos 'n dienssertifikaat in die vorm van die aanhangsel van hierdie Ooreenkoms uitreik. Alle sertifikate wat deur elke werkgewer uitgereik word, moet in volgorde genummer word en 'n duplikaat van elke sertifikaat wat uitgereik word moet deur die werkgewer behou word.

(5) The employer shall pay to an employee to whom leave is granted in terms of this section, his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(6) Any amount paid to an employee in terms of sub-section (4) or sub-section (5) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(7) For the purposes of this section employment shall be deemed to commence from—

- (a) the date upon which the employee entered the employer's service; or
 - (b) the date upon which the employee last became entitled to leave,
- whichever may be the later.

11. SUNDAY AND PUBLIC HOLIDAYS DELIVERIES.

Unless the written consent of the Council has first been obtained, no employer or employee shall be permitted to deliver or supply bread and/or confectionery on Sunday or any public holiday.

12. PROPORTION OR RATIO OF EMPLOYEES.

(1) An employer shall not employ a baker or a confectioner unless a foreman is employed in the respective section and such foreman shall be present and on duty during the working period of each shift; provided that an employer who is actively engaged in carrying out the duties of a foreman in his establishment may for the purposes of this clause be deemed to be a foreman.

(2) There shall be employed in each establishment one journeyman in the baking section of the industry before a learner may be employed in that section, and for every such journeyman there may be employed not more than one such learner.

(3) There shall be employed in each establishment one confectioner or pastrycook before a learner may be employed and for every confectioner or pastrycook there may be employed not more than one learner.

(4) There shall be employed in each establishment a foreman confectioner or a confectioner before an adult general assistant may be employed, and not more than one adult general assistant may be employed for each foreman confectioner or confectioner employed.

(5) There shall be employed in each establishment three salesmen before a learner-salesman may be employed and not more than one such learner may be employed in such establishment.

13. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person 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, and after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary to 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 to 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, Port Elizabeth;
- (c) where exemption is granted to an employee forward a copy of the licence of exemption to the employer concerned.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-section (2) of this section, not less than one week's notice, to take effect from the ordinary pay-day of the employee, shall be given by an employer or an employee to terminate the contract of service; provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a longer period of notice than one week; and provided further than an employer may pay to an employee wages at the rate prescribed for his class in lieu of the prescribed or agreed period of notice.

(2) The provisions of this section shall not apply to jobbers.

15. CERTIFICATES OF SERVICE.

(1) For the purpose of determining the wage that shall be paid to a learner every employer shall issue, free of charge, a certificate of service in the form of the Annexure to this Agreement to each of his learners at the time he leaves such employer's service. All certificates issued by each employer shall be numbered consecutively, and a duplicate copy of each certificate issued shall be retained by the employer.

(2) 'n Werkgewer moet, voordat hy 'n applikant om werk as 'n leerling in diens neem, van sodanige applikant voorlegging van sodanige dienssertifikaat eis wat uitgereik is ooreenkomstig die bepalings van subartikel (1) van hierdie artikel, of 'n sertifikaat wat onderteken is deur die Sekretaris van die Raad, waarin die duur van vorige ervaring waarmee rekening gehou moet word by die bepaling van die loon wat aan die applikant betaal moet word, gespesifiseer word.

16. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle oorpakke en/of beskermende klere wat hy van sy werknemers vereis om te dra, of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemers te verskaf, kosteloos verskaf, laat was en stryk en in goeie toestand onderhou.

17. UITGAWES VAN DIE RAAD.

Om in die uitgawes van die Raad te voorsien, moet elke werk-gewer weekliks van die loon van elkeen van sy werknemers vir wie in hierdie Ooreenkoms 'n hoër minimum loon as een pond (£1) per week voorgeskryf word, drie pennies aftrek. Die werk-gewer moet by die bedrag wat aldus afgetrek word 'n gelyke bedrag voeg en die totale bedrag maandeliks, nie later as die sewende dag van elke maand nie, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

18. UITVOERING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werk-gewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings daarvan in stryd is nie.

19. PERSONE ONDER 15 JAAR.

Geen werk-gewer mag 'n persoon onder die ouderdom van vyftien jaar in diens hê nie.

20. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om behulpsaam te wees by die toepassing van hierdie Ooreenkoms. 'n Agent kan enige inrigting betree en kan enige werk-gewer of werknemer ondervra en die registers van lone wat betaal en tyd wat gewerk is, nasien ten einde te kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

21. SIEKTEBYSTANDSFONDS.

(1) Elke werk-gewer moet weekliks van die loon van elkeen van sy werknemers wat meer as £2. 10s. per week verdien, ses pennies aftrek; elke werk-gewer moet weekliks van die loon van elkeen van sy werknemers wat meer as £1. 10s. en tot en met £2. 10s. per week verdien, vier pennies aftrek; en elke werk-gewer moet weekliks van die loon van elkeen van sy werknemers wat £1. 10s. en minder per week verdien, drie pennies aftrek. By die totale bedrag wat aldus ingevorder word, moet die werk-gewer 'n gelyke bedrag voeg en die totaal moet deur die werk-gewer aan die Sekretaris van die Raad, binne een week na die invordering verskuldig was, gestuur word.

(2) Dié geld moet tot bystand van werknemers in die geval van siekte aangewend word in die vorm van siektebetaling ooreenkomstig reëls wat van tyd tot tyd deur die Raad opgestel of gewysig kan word.

(3) 'n Werknemer wat bydraes vir 24 werkdade voor sy siekte betaal het, is, onderworpe aan die reëls vir beheer van die fonds, geregtig tot—

(a) siektebetaling teen ondergemelde tarief—

- (i) 8s. per werkdag ten opsigte van werknemers wat 6d. per week bydra;
- (ii) 6s. per werkdag ten opsigte van werknemers wat 4d. per week bydra;
- (iii) 4s. per werkdag ten opsigte van werknemers wat 3d. per week bydra;

(b) bystand moet slegs vir 36 werkdade betaal word terwyl hierdie Ooreenkoms van krag is, onderworpe aan die reg van die Raad om na goeie dunnke bystand vir langer as hierdie tydperk te verleen.

(4) Betalings kragtens subartikel (3) van hierdie artikel moet gestaak word as die fondse wat vir die doel beskikbaar is, onder £50 val en moet nie hervat word totdat die fondse meer as £100 bedra nie.

(5) 'n Afskrif van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(6) As 'n geskil te eniger tyd ontstaan oor die bepalings van die reëls of oor die beheer van die fonds ten opsigte waarvan daar staking van stemme onder die lede van die Raad ontstaan en nie tot ooreenstemming geraak word nie, moet sodanige geskil na 'n skeidsregter verwys word oor wie hulle ooreengekom het of, wat deur die Minister van Arbeid aangestel word as nie tot ooreenstemming geraak word nie. Die skeidsregter se beslissing is final.

(7) In die geval van ontbinding van die Raad, of ingeval die Raad sy werk staak gedurende enige tydperk waarin hierdie Ooreenkoms, kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet lede van die Raad wat op die datum bestaan waarop die Raad ophou om te bestaan of ontbind word, 'n bestuurskomitee vorm wat moet voortgaan om die fondse te administreer; met dien verstande egter dat enige vakature wat op die komitee ontstaan deur die Minister na gelang van die geval gevul kan word uit werk-gewers of werknemers in die nywerheid ten einde 'n gelyke verhouding van werk-gewers- en werknemersvertegenwoordigers en van plaasvervangers op die komitee te verseker. Indien daardie komitee nie in staat is nie, of onwillig is om sy pligte te vervul, of 'n dooie punt bereik wat die beheer van die fonds na die mening

(2) An employer shall, before engaging an applicant for work as a learner require such applicant to produce such certificate of service issued in accordance with the provisions of sub-section (1) of this section, or a certificate signed by the Secretary to the Council, specifying the length of previous experience, which shall be reckoned for the purpose of determining the wage payable to the applicant.

16. OVERALLS AND PROTECTIVE CLOTHING.

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

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct threepence per week from the earnings of each of his employees for whom minimum wages in excess of one pound (£1) per week are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the seventh day of each month, the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

18. 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 employers and employees.

19. PERSONS UNDER THE AGE OF 15 YEARS.

No employer shall employ any person under the age of fifteen years.

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 and 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. SICK BENEFIT FUND.

(1) Sixpence shall be deducted every week by each employer from the wages of each of his employees earning over £2. 10s. per week; fourpence shall be deducted every week by each employer from the wages of each of his employees earning over £1. 10s. and up to and including £2. 10s. per week; and threepence shall be deducted every week by each employer from the wages of each of his employees earning £1. 10s. and under per week. To the aggregate amount so collected the employer shall add an equal sum and the total shall be forwarded by the employer to the Secretary of the Council, within one week of the date on which the collection fell due.

(2) Such funds shall be applied to the assistance of employees in the case of illness in the form of sick pay and in accordance with rules which may be prepared or amended from time to time by the Council.

(3) An employee who has paid contributions for 24 working days preceding his illness shall, subject to the rules governing the Fund, be entitled to—

(a) sick pay at the following rates—

- (i) 8s. per working day in respect of employees contributing 6d. per week;
- (ii) 6s. per working day in respect of employees contributing 4d. per week;
- (iii) 4s. per working day in respect of employees contributing 3d. per week;

(b) benefits shall be paid for 36 working days only during the currency of this Agreement, subject to the right of the Council to grant extended benefits beyond this period at its discretion.

(4) Payments in terms of sub-section (3) of this section shall be suspended if the Funds available for that purpose fall below £50 and shall not recommence until such funds exceed £100.

(5) A copy of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(6) Should at any time a dispute as to the provisions of the rules or of the administration of the Fund arise in regard to which members of the Council are equally divided and no agreement is arrived at, such dispute shall be referred to an arbitrator agreed upon by them, or, failing agreement, nominated by the Minister of Labour. The arbitrator's decision shall be final.

(7) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, members of the Council existing at the date on which the Council ceased to function or is dissolved, shall constitute a Management Committee which shall continue to administer the Fund; provided, however, that any vacancy occurring on the Committee may be filled by the Minister from the employers or the employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in

van die Minister onprakties of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die werksaamhede van die komitee uit te voer en hulle sal vir daardie doeleinde al die bevoegdhede van die komitee besit. By afloop van hierdie Ooreenkoms, moet die fonds gelikwider word op die manier voorgeskryf in subartikel (8) van hierdie artikel en indien by afloop van die Ooreenkoms die sake van die Raad reeds afgewikkel en sy bates verdeel is, moet die balans van hierdie fonds verdeel word ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad uitmaak.

(8) Ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of om een of ander rede nie langer van krag is nie, moet die fonds verder deur die Raad beheer word totdat die fonds gelikwider is, of totdat dit oorgedra word aan 'n fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

22. AFLEWERINGSTYDE.

(1) Geen brood, koek of ander goedere mag aan enige koper afgelewer word en geen afleverings mag per bestelwa of ander voertuie vir watter doel ook al, daaglik voor 7 vm. plaasvind nie en daardie genoemde uur is die tyd van vertrek van die werkgewer se perseel af.

(2) Geen aflevering van brood, koek of ander goedere mag daaglik na 2 nm. geskied en geen bestelwa of ander voertuig mag daaglik na 2 nm. vir afleverings gebruik word nie.

(3) Geen brood mag voor 7 vm. daaglik verkoop word nie.

Hierdie Ooreenkoms namens die partye, hede die 19de dag van Maart 1951, in Port Elizabeth onderteken.

J. H. SCOTT,
Voorsitter van die Raad.

C. F. TERBLANCHE,
Ondervoorsitter van die Raad.

I. D. HAY,
Sekretaris van die Raad.

AANHANGSEL.

NYWERHEIDSRAAD VIR DIE BAK- EN BANKETNYWERHEID, PORT ELIZABETH EN UITENHAGE.

No van Sertifikaat.....

DIENSSERTIFIKAAT.

(Uitgereik ingevolge artikel 15 van die Nywerheidsraadooreenkoms soos gepubliseer by Goewermmentskennisgewing No. van.....)

Naam en adres van firma.....

Hierby sertifiseer ek dat ondervermelde persoon by my in diens was en dat onderstaande besonderhede juis is:—

1. Naam van werkgewer voluit.....
2. Adres.....
3. Geslag.....
4. Ouderdom.....
5. Beroep.....
6. Loon betaal by uitdienststreding.....
7. Datum van indienstreding by my.....
8. Datum van uitdienststreding by my.....
9. Datum van laaste verhoging ingevolge die Ooreenkoms.....

10. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (vermeld naam)..... was No.....

Gedateer te, hede die..... dag van..... 19.....

Handtekening van Werkgewer.

L.W.—Die duplikaat van hierdie sertifikaat moet deur die werkgewer bewaar word.

* No. 1723.] [6 Julie 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.—BAK- EN BANKETNYWERHEID, PORT
ELIZABETH EN UITENHAGE.

Ek, PAUL OLIVER SAUER, Waarnemende 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 Bak- en Banketnywerheid, Port Elizabeth en Uitenhage bekend gemaak by Goewermmentskennisgewing No. 1722 van 6 Julie 1951 vir die persone wie se werkure gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in sub-section (8) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(8) In the event of the expiry of this Agreement through effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until such Fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original Fund was created.

22. TIMES OF DELIVERY.

(1) No bread, cakes or other goods shall be delivered to any buyer and no deliveries made by van or other conveyance for any purpose whatsoever earlier than 7 a.m. daily, this to be the time of departure from the premises of the employer.

(2) No deliveries of bread, cakes or other goods shall be made and no van or other conveyance shall be utilised for deliveries after 2 p.m. daily.

(3) No bread shall be sold before 7 a.m. daily.

This Agreement signed on behalf of the parties this 19th day of March, 1951, at Port Elizabeth.

J. H. SCOTT,
Chairman of the Council.

C. F. TERBLANCHE,
Vice-Chairman of the Council.

I. D. HAY,
Secretary of the Council.

ANNEXURE.

INDUSTRIAL COUNCIL FOR THE BAKING AND CONFECTIONERY INDUSTRY, PORT ELIZABETH AND UITENHAGE.

No. of Certificate.....

CERTIFICATE OF SERVICE.

(Issued in terms of Section 15 of Industrial Council Agreement, published under Government Notice No. dated.....).

Name and address of firm.....

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:—

1. Full name of employee.....
2. Address.....
3. Sex.....
4. Age.....
5. Occupation.....
6. Wage paid at date of leaving.....
7. Date of entering my service.....
8. Date of leaving my service.....
9. Date of last increase in terms of the Agreement.....
10. The number of the certificate of service issued by previous employer.....(insert name) was No.....

Dated at..... this..... day of..... 19.....

Signature of Employer.

NOTE.—Duplicate of this certificate must be retained by employer.

* No. 1723.] [6 July 1951.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941:—BAKING AND CONFECTIONERY
INDUSTRY, PORT ELIZABETH AND UITENHAGE.

I, PAUL OLIVER SAUER, Acting 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 Baking and Confectionery Industry, Port Elizabeth and Uitenhage published under Government Notice No. 1722 of the 6th July, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.