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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. 1808.] [17 Julie 1951.
NYWERHEID-VERSOENINGSWET, 1937.

**LEKKERGOEDVERVAARDIGINGSNYWERHEID,
PORT ELIZABETH.**

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 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 werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van 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, 22 en 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 Port Elizabeth; 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 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 in die magistraatsdistrik Port Elizabeth *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. 1808.] [17 July 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

**SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH.**

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 Sweet Manufacturing 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 employer who and trade union which entered into the said Agreement and upon employees who are members of 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 22 and 23 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 Port Elizabeth; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth 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 3 to 19 (inclusive) and 23 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 LEKKERGOEDNYWERHEID, PORT ELIZABETH.

OOREENKOMS

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

„Algoa Sweet Manufacturing Co. Ltd.”

hierna genoem „die werkgewers”, of „die werkgewers-organisatie”), aan die een kant, en die

„Sweet Workers' Union”

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsgebied Port Elizabeth nagekom word deur alle werkgewers wat lede van die werkgewersorganisatie is en wat die lekkergoednywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en wat in genoemde nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens die Nywerheids-versoeningswet, 1937, vasstel en bly van krag vir een jaar of vir die termyn wat deur hom bepaal word.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig 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 vroue in; elke verwysing na 'n wet sluit elke wysiging van daardie wet in; voorts, tensy strydig 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-voorgewoon”, 'n vroulike werknemer wat die voorgewoon help by die verrigting van haar werk en wat in haar afwesigheid vir haar kan waarneem;

„assistent-magasyneester”, 'n werknemer, behalwe 'n versendingsklerk en 'n arbeider, wat die magasyneester by die verrigting van sy werk help;

„ketelbediener”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;

„los arbeider”, 'n arbeider wat nie meer as drie dae in 'n week by dieselfde werkgever in diens is nie;

„klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of ander vorms van klerklike werk verrig en dit sluit 'n magasyneester, 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 klere 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 en 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 verspreiding van sulke materiaal na gebruik;

„versendingsklerk”, 'n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer, of aflewering en wat toegien kan hou oor verpak, afweeg en/of bymeekaarmaak van sulke goedere, die na-tel van pakkies en die adresseer daarvan;

„inrigting”, elke perseel waarop die lekkergoedvervaardigingsnywerheid 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 diens wat 'n werknemer onderskeidelik as 'n lekkergoedmaker, handelsreisiger of algemene werker het;

(b) 'n klerklike werknemer, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerklike werknemer het afgesien van die bedryf waarin dié ervaring verkry is;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

AGREEMENT

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

Algoa Sweet Manufacturing Co., Ltd.

(hereinafter called “the employer”) 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 Sweet Manufacturing Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by the employer who is engaged in the Sweet Manufacturing Industry and by all employees who are members of the trade union and are employed in that industry and for whom wages are prescribed in this Agreement.

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 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 the masculine gender shall include females; any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“assistent foreman” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;

“assistent forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;

“assistent 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 clerical employee who has had not less than five years' experience;

“clerical employee, unqualified,” 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;

“cloak-room 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 typesetting 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;

“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 would be registerable 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 such experience was gained;

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

"voorvrou", '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 die 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 sorteer;
- (b) wat sonder verantwoordelikheid vir die graad van rooster of kook, kakaoboontjies, neutjies, vrugte of ander grondstowwe rooster of kook;
- (c) die kiem uit kakaoboontjies wan of verwyder;
- (d) bedien 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 grondstowwe;
- (g) bestanddele afweeg (behalwe op 'n gestelde skaal);
- (h) giet van klaargemengde geurmiddels;
- (i) in vorme sit, uit vorme uithaal, fatsoeneer, uitgiet, insit, uithaal en stysel van lekkergoed verwyder;
- (j) voer, kristalliseer, trek, rol, opсны en uitstempel van deeg, pap of ander suiker- en/of sjokoladepreparate;
- (k) indoop en beklee;
- (l) vrugte, neutjies en ander eetbare materiaal in lekkergoedpreparate 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) bymeekaarmaak en nasien van bestellings;
- (p) etiketteer en/of indraai;
- (q) ander bereiding of meng as wat onder die werksaamhede van die woordbepaling van „arbeider” inbegrepe is;

en sluit alle werknemers in wat nie bepaald 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, algemene werkers;

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

- (a) Optel, dra, verplaas of stapel van goedere, materiaal, gerei, installasie, masjinerie, gereedskap of ander artikels;
- (b) skoonmaak of was van persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels;
- (c) vure maak en aan die brand hou;
- (d) afval verwyder;
- (e) aflewer van briewe, boodskappe, of goedere te voet of met 'n fiets, driewieler of handvoertuig;
- (f) laai en aflaai;
- (g) kiste, bale of pakkies oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) roer van suiker of ander bestanddele in stoom- of ander panne, maar nie aflees van termometers of reguleer van stoomdruk nie;
- (j) inmeekaarsit van duie of riffelkartonhouers;
- (k) vul en leegmaak van raffineerders, roostermasjiene, wammasjiene, maal- en vormmasjiene, maar nie bedien van sulke masjiene nie;
- (l) tee of dergelike drankie 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 vaste 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", elke 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;

"foreman" means an employee who is in charge of 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 dispatch other than placing packed articles or 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 of "labour", 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;

"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, tins 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 starch 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" alle tydperke in 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 tydperk van werk wat vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. verrig word;

"n masjien bedien", ook die versorging, aansit of stopsit van die masjien en kan vul of leegmaak insluit;

"deeltydse motorvoertuigbestuurder", 'n werknemer wat hoogstens tsaam twee uur op 'n dag 'n motorvoertuig bestuur, en vir die doel van hierdie woordbepaling van "n motorvoertuig bestuur", sluit dit alle tydperke in 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 gebaseer is;

"degelpersdrukker", 'n werknemer wat kan toestel en op 'n degelpers (behalwe met outomatiese voerder, groter as 10 duim by 15 duim, of 'n etiket-oordrukmasjien) kan druk, met inbegrip van die opsluit van die vorms in die masjien-vormraam;

"kort tyd", 'n tydelike vermindering van die getal gewone werkure as gevolg van 'n algemene breekstop van installasie, of masjinerie, of 'n dreigende, of nakende instorting van 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 van afgewerkte produkte het en wat verantwoordelik is vir die ontvang, bêre, verpak of uitpak van goedere in 'n magasyn of pakhuis en/of aflewering van goedere uit 'n magasyn of pakhuis, aan die verbruiksafdelings 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 of kookpanne of draaiende panne geplaas word, tot die massa lekkergoed gereed is om opgesny, gefatsoeneer, op maat gemaak, ingedraai of andersins gefabriseer te word, of pangoodere gereed is om uit die panne verwyder te word, en/of in die geval van sjokolade van die begin van die rooster van die boontjies tot die sjokolade gereed is om gevorm, gegiet, ingedraai, vir indoop 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 alle handelsartikels of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed uitoefen; en

(b) alle werksaamhede wat behoort by, of die gevolg is van die vervaardiging van lekkergoed of daardie 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 bymekaarmaak;

"handelsreisiger, gekwalifiseer", 'n handelsreisiger met minstens vier jaar ervaring;

"handelsreisiger, ongekwalifiseer", 'n handelsreisiger met minder as vier jaar ervaring;

"handelsreisiger se voertuigbestuurder", 'n werknemer wat 'n handelsreisiger op sy reise vergesel en wat die voertuig van die handelsreisiger kan bestuur;

"welsynbeaampte", 'n werknemer wat 'n geldige bekwaamheidstifikaat vir Eerste Hulp besit, wat deur enigeen van die onderstaande organisasies uitgereik is:—

(a) Rooikruisvereniging van Suid-Afrika;

(b) St. John Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

en wat verantwoordelik is vir die kamer vir eerste hulp.

"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.

"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" includes tending, starting or stopping the machine and may include filling or withdrawing;

"part-time motor 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 purposes 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 or output of work done;

"platen pressman" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with an automatic feed, larger than 10 inches by 15 inches or a label overprinting machine) including locking up forms in the machine chase;

"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 less than five years' experience;

"Sweet Manufacturing 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 on the manufacture of 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 had not less than four years' experience;

"traveller unqualified," means a traveller who has had less than four years' 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's 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. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, is die onderstaande; met dien verstande dat by indeling van 'n werknemer vir die doel van hierdie klousule, dit beskou word dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werk-saam is:—

	Per week.		
	£.	s.	d.
Voorman	8	16	0
Assistent-voorman	7	5	0
Voorvrou	5	0	0
Assistent-voorvrou	3	17	6
Groep-leier of Spanopsigter	3	8	0
Lekkergoedmaker, gekwalifiseer	7	0	0
Lekkergoedmaker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	13	6
gedurende tweede ses maande ervaring	2	4	0
gedurende derde ses maande ervaring	2	14	0
gedurende vierde ses maande ervaring	3	5	0
gedurende vyfde ses maande ervaring	3	16	0
gedurende sesde ses maande ervaring	4	7	0
gedurende sewende ses maande ervaring	4	18	0
gedurende agste ses maande ervaring	5	10	0
gedurende neënde ses maande ervaring	5	17	6
gedurende tiende ses maande ervaring	6	7	6

met dien verstande dat in die geval van 'n lekkergoedmaker 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 verstande dat ervaring as 'n algemene werker nie vir meer as in totaal twaalf maande ervaring as 'n lekkergoedmaker gereken kan word nie:—

Klerklike werknemer, manlik, gekwalifiseer	6	9	6
Klerklike werknemer, manlik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	1	6
gedurende tweede jaar ervaring	3	1	0
gedurende derde jaar ervaring	4	3	0
gedurende vierde jaar ervaring	5	2	9
gedurende vyfde jaar ervaring	5	17	3

Klerklike werknemer, vroulik, gekwalifiseer	3	18	3
Klerklike werknemer, vroulik, ongekwalifiseer—			

gedurende eerste jaar ervaring	2	1	6
gedurende tweede jaar ervaring	2	11	3
gedurende derde jaar ervaring	3	1	0
gedurende vierde jaar ervaring	3	11	0

Assistent-magasinmeester	4	10	0
Welsynbeampte	4	0	0
Verkleekamerbediende	2	17	6
Instandhouer	5	12	6
Werktuigkundige	7	1	9
Motorvoertuigbestuurder	4	12	6
Handelsreisiger, gekwalifiseer	10	7	8

Handelsreisiger, ongekwalifiseer—			
gedurende eerste ses maande ervaring	5	15	5
gedurende tweede ses maande ervaring	6	6	11
gedurende derde ses maande ervaring	6	18	6
gedurende vierde ses maande ervaring	7	10	0
gedurende vyfde ses maande ervaring	8	1	6
gedurende sesde ses maande ervaring	8	13	1
gedurende sewende ses maande ervaring	9	4	7
gedurende agste ses maande ervaring	9	16	2

Handelsreisiger se voertuigbestuurder	2	7	6
Lettersetter	8	11	0
Degelpersdrukker	5	6	9
Ketelbediener	2	15	0
Nagwag	2	15	0
Deeltydse motorvoertuigbestuurder	2	9	0
Algemene werker, gekwalifiseer	2	18	9

Algemene werker, ongekwalifiseer—			
gedurende eerste drie maande ervaring	1	14	0
gedurende tweede drie maande ervaring	1	19	0
gedurende derde drie maande ervaring	2	4	0
gedurende vierde drie maande ervaring	2	8	0
gedurende vyfde drie maande ervaring	2	11	0
gedurende sesde drie maande ervaring	2	14	0

Arbeider	1	17	6
Los arbeider: Vir elke dag, of gedeelte van 'n dag, diens, een-vyfde van die loon soos vir 'n arbeider voorgeskryf.			

(2) *Kontrakbasis*.—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) van hierdie artikel en in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, betaal word, hetsy hy in daardie week die maksimum getal gewone werkure, soos in klousule 6 (1) voorgeskryf, of minder, gewerk het.

4. REMUNERATION.

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

	Per Week		
	£	s.	d.
Foreman	8	16	0
Assistant foreman	7	5	0
Forewoman	5	0	0
Assistant forewoman	3	17	6
Group leader or team supervisor	3	8	0
Sweetmaker, qualified	7	0	0
Sweetmaker, unqualified—			
during the first six months of experience	1	13	6
during the second six months of experience	2	4	0
during the third six months of experience	2	14	0
during the fourth six months of experience	3	5	0
during the fifth six months of experience	3	16	0
during the sixth six months of experience	4	7	0
during the seventh six months of experience	4	18	0
during the eighth six months of experience	5	10	0
during the ninth six months of experience	5	17	6
during the tenth six months of experience	6	7	6

Provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months experience as a sweetmaker: Provided further that 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	9	6
Clerical employee, male, unqualified—			

during the first year of experience	2	1	6
during the second year of experience	3	1	0
during the third year of experience	4	3	0
during the fourth year of experience	5	2	9
during the fifth year of experience	5	17	3

Clerical employee, female, qualified	3	18	3
Clerical employee, female, unqualified—			

during the first year of experience	2	1	6
during the second year of experience	2	11	3
during the third year of experience	3	1	0
during the fourth year of experience	3	11	0

Assistant storeman	4	10	0
Welfare officer	4	0	0
Cloakroom attendant	2	17	6
Maintenance man	5	12	6
Mechanic	7	1	9
Motor vehicle driver	4	12	6
Traveller, qualified	10	7	8

Traveller, unqualified—			
during the first six months of experience	5	15	5
during the second six months of experience	6	6	11
during the third six months of experience	6	18	6
during the fourth six months of experience	7	10	0
during the fifth six months of experience	8	1	6
during the sixth six months of experience	8	13	1
during the seventh six months of experience	9	4	7
during the eighth six months of experience	9	16	2

Traveller's driver	2	7	6
Composer	8	11	0
Platen pressman	5	6	9
Boiler attendant	2	15	0
Nightwatchman	2	15	0
Part-time motor vehicle driver	2	9	0
General worker, qualified	2	18	9

General worker, unqualified—			
during the first three months of experience	1	14	0
during the second three months of experience	1	19	0
during the third three months of experience	2	4	0
during the fourth three months of experience	2	8	0
during the fifth three months of experience	2	11	0
during the sixth three months of experience	2	14	0

Labourer	1	17	6
Casual labourer: for each day or part of a day of employment, one-fifth of the wage prescribed for a labourer.			

(2) *Basis of Contract*.—For the purposes of this clause the basis of contract of employment of an employee other than a casual labourer shall be weekly and save as provided in sub-clause (4) of this section 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) of this section 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) *Nagskofbesoldiging.*—'n Werknemer wat op nagskof werk, behalwe 'n nagwag, of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoeler-installasie, 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) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, gedeel deur 44 plus 20 persent betaal word.

(4) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers, behalwe 'n arbeider, vereis of hom toelaat, om vir meer as een uur altesaam op 'n dag, en 'n werkgewer wat van sy arbeider vereis, of hom toelaat om vir enige tydperk, hetsy 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 daardie 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 twintig persent;

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

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

(6) *Reis- en/of verblyftoelae.*—Benewens die besoldiging, in subartikel (1) van hierdie artikel voorgeskryf—

- (a) moet 'n handelreisiger ondergenoemde betaal word:—

- (i) 'n Verblyftoelae van minstens £1 ten opsigte van elke nag wat noodwendig weg van sy hoofkantoor deurgebring word gedurende enige reis wat ter uitvoering van sy pligte onderneem word;
- (ii) alle vervoerkoste wat noodwendig deur hom aangegaan word ter uitvoering van sy pligte; of
- (iii) wanneer sy werkgewer van die reisiger vereis of hom toelaat om die reisiger se eie motor te gebruik ter uitvoering van sy pligte; 'n toelae van minstens 6d. per myl vir elke myl wat noodwendig in dié motor gereis moet word in verband met daardie pligte;

- (b) 'n handelsreisiger se voertuigbestuurder 'n verblyftoelae van minstens een shilling betaal word vir elke nag wat hy gedurende 'n reis weg van die handelsreisiger se standplek deurbring.

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

Die skaal van dié toelae, voorgeskryf in die genoemde Oorlogsmaatreeël ten tyde van die ondertekening van hierdie Ooreenkoms, moet steeds gedurende die looptyd van hierdie Ooreenkoms die minimum lewenskostetoelae wees wat ingevolge hierdie artikel betaalbaar is, nieteenstaande 'n vermindering of die intrekking van die skaal wat kragtens dié Oorlogsmaatreeël betaalbaar is.

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, wekliks of maandeliks, as die werkgewer en werknemer aldus skriftelik ooreengekom het, kontant betaal word gedurende werke 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 bedryf, die getal gewone ure, oortydure en nagskofure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

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

(3) *Premies.*—Vir diensverskaffing aan, of opleiding van, 'n werknemer mag geen regstreekse of onregstreekse betaling deur 'n werkgewer bereken, of aangeneem, word nie.

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

(5) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturellen (Stadsgebieden) Wet, 1923, en die Naturellearbeid Regeliingswet, 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.

(3) *Night Shift Remuneration.*—An employee, employed 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) of this section for an employee of his class divided by 44 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) of this section 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 or sex, 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 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) of this section for an employee of his class.

(6) *Transport and/or Subsistence Allowance.*—In addition to the remuneration prescribed in sub-clause (1) of this section—

- (a) a traveller shall be paid—

- (i) a subsistence allowance of not less than £1 in respect of each night necessarily spent away from his headquarters during any journey undertaken in the performance of his duties;
- (ii) all transport expenses necessarily incurred by him in the performance of his duties; or
- (iii) when his employer requires or permits the traveller to use the traveller's own car in the performance of his duties, an allowance of not less than 6d. per mile for every mile necessarily travelled in such car in connection with such duties;

- (b) a traveller's driver shall be paid a subsistence allowance of not less than one shilling in respect of every night spent away from the traveller's headquarters during any journey.

(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.

The rate of such allowance as provided for in the said War Measure at the date of signature of the Agreement, shall continue during the currency of this Agreement to be the minimum cost of living allowance payable in terms of this Section, notwithstanding any decrease in, or the abolition of, the rates payable under such War Measure.

5. PAYMENT OF REMUNERATION.

(1) *An Employee, other than a Casual Labourer.*—Save as is 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 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 employee.

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) 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) *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 skriftelike toestemming van sy werknemer 'n korting vir verlof-, siekte-, versekerings-, bystand-, of pensioen-fondse of ledigheid 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 daardie afwesigheid;
- 'n korting van elke bedrag wat die werkgewer kragtens wet of bevel van 'n bevoegde hof vereis of toegelaat is om af te trek;
- wanneer die gewone werkure soos in klousule 6 (1) voorgeskryf ook al verminder word weens kort tyd, ten opsigte van elke uur van die vermindering 'n korting van een vier-en-veertigste van die weekloon in klousule 4 (1) voorgeskryf; met dien verstande dat in die geval van staking van werk as gevolg van omstandighede buite 'n werknemer se beheer, sy werkgewer daardie werknemer 'n minimum van 35 werkure in 'n week, of betaling in plaas daarvan moet waarborg; en voorts met dien verstande dat geen korting afgetrek kan word nie—
 - in die geval van kort tyd wat ontstaan deur 'n tydelike slappe in die bedryf of tekort aan grondstowwe, tensy die werkgewer sy werknemer m'nstens vier-en-twintig uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;
 - in die geval van kort tyd wat ontstaan deur 'n algemene onklaarraking van geboue, installasie of masjinerie as gevolg van ongeval of ander onvoorziene 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, Paasmaandag, Hemelvaartsdag, 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 so'n openbare vakansiedag ontvang het;
- as 'n werknemer toestem, of van hom kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, 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	3 0	0 13 0
Huisvesting	2 0	0 8 8
Kos en huisvesting	5 0	1 1 8

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

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

- vier-en-veertig in 'n week van Maandag tot en met Vrydag;
- nege op 'n dag.

Met dien verstande dat geen vroulike werknemer toegelaat mag word om—

- tussen 6-uur nm. en 6-uur vm.;
- na 1-uur nm. op meer as vyf dae in 'n week te werk nie.

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

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

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

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

- die middel van die eerste werktydperk op 'n dag;
- die middel van elke tweede werktydperk op 'n dag as daardie tydperk langer as drie ure is;

waarin nie van 'n werknemer vereis, of hy toegelaat kan word om werk te verrig nie en daardie ruspouse word as deel van die gewone werkure gereken.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (3) en (4) van hierdie artikel, 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 (3) en (4) van hierdie artikel voorgeskryf, gewerk word, word as oortyd beskou.

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

- With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension fund or subscription to an employee's organisation;
- save as provided in clause 8, when this employee absents himself from work or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a reduction in respect of each hour of such reduction of one-forty-fourth of the weekly wage prescribed in clause 4 (1): Provided that in the event of a stoppage of work due to circumstances beyond the control of an employee, his employer shall guarantee to such employee a minimum of 35 hours' work in any one week of employment, or payment in lieu thereof: 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 employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
 - in the case of short time due to a general breakdown of 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, Easter Monday, Ascension Day, Union Day, Dingaans Day 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;
- when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, 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	0 3 0	0 13 0
Lodging	0 2 0	0 8 8
Board and lodging	0 5 0	1 1 8

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

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

- forty-four in any week from Monday to Friday inclusive;
- nine in any day;

Provided that no female employee may be permitted to work—

- between 6 o'clock p.m. and 6 o'clock a.m.
- after 1 o'clock p.m. on more than five days in any week.

(2) The ordinary hours of work of a casual labourer shall not exceed eight 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 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 at as nearly as practicable—

- the middle of each first work period in a day;
- the middle of each second 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-clause (3) and (4) of this section, 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-clauses (1) and (2) of this section shall be deemed to be overtime.

(7) *Beperking van oortyd.*—'n Werkgewer kan, met skriftelike toestemming van die Raad van 'n werknemer vereis, 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;

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

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

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

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie vereis word om na 6.30 nm. oortyd te werk, van 'n behoorlike ete voorsien, of in plaas daarvan daardie werknemer betyds 'n bedrag van minstens een shilling en ses pennies betaal om hom in staat te stel om 'n ete te verkry voor die oortyd moet begin.

(10) *Voorbehoude.*—Die bepaling van hierdie klousule is nie op 'n handelsreisiger, handelsreisiger se voertuigbestuurder of 'n nagwag van toepassing nie, en die bepaling van subklousules (3), (4), (5) en (7) van hierdie artikel is nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n onklaarraking van installasie, masjinerie, of ander onvoorsiene noodgeval, of in verband met opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure kan verrig word nie, of herstellings aan geboue wat nie gedoen kan word terwyl die masjinerie in werking is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousule (2) van hierdie artikel, moet 'n werkgewer sy werknemer ten opsigte van elke jaar diens by hom, twee agtereenvolgende weke verlof toestaan en daardie werknemer ten opsigte van elke week daarvan 'n bedrag betaal van minstens die weekloon wat hy onmiddellik voor die aanvang van dié verlof ontvang het.

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

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

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) van hierdie artikel genoem word, moet op die laaste werkdag voor die datum van aanvang van die verlof betaal word.

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

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

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

- (a) two hours on any day from Monday to Friday inclusive;
- (b) four hours on a Saturday;
- (c) six hours in any one week;

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

- (i) for more than two hours on any day excepting a Saturday;
- (ii) on more than three consecutive days;
- (iii) on more than sixty days in any year;
- (iv) 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 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 6.30 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 section shall not apply to an employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work 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 section, an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave, and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave.

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

- (i) save as provided in paragraph (v), 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, Easter Monday, Ascension Day, Union Day, 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 section shall be paid on the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) of this section has 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-fifth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) of this section 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 section.

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

- (a) met verlof kragtens subklousule (1) van hierdie artikel afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 8 afwesig is;

en gereken moet word dat dit begin op die datum waarop die werknemer by sy werkgever in diens tree, of na gelang van die jongste datum, die datum waarop hy laas op jaarlikse verlof geregtig geword het.

8. SIEKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID.

(1) Hierby word 'n fonds gestig, wat bekend sal staan as die „Siektebystandsfonds van die Lekkergoednywerheid”, hierna genoem „die fonds”.

(2) Die doel van die fonds is om mediese, artsenykundige en siektebetalingsbystand gedurende tydperke van siekte te verleen aan werknemers in die lekkergoednywerheid in die magistraats-distrik Port Elizabeth, vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Die fonds word beheer deur die Raad wat 'n reglement vir die beheer van die fonds moet opstel, wysig en verander. Kopieë van die reglement en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet lede van die fonds word en in die volgende groepe ingedeel word.

Groep 1.—Werknemers vir wie 'n basiese loon van minder as £2 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 2.—Werknemers vir wie 'n basiese loon van minstens £2, maar minder as £3 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 3.—Werknemers vir wie 'n basiese loon van minstens £3, maar minder as £4 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 4.—Werknemers vir wie 'n basiese loon van minstens £4 per week sonder lewenskostoelae voorgeskryf is.

(5) *Seëls.*—Elke werkgever moet seëls van die Raad koop wat hom in staat sal stel om aan subklousule (6) van hierdie klousule te voldoen en 'n voldoende voorraad moet te alle tye deur hom gehou word. Die Raad moet die werkgever die waarde van al die ongebruikte seëls wat teruggegee word, uitbetaal. Die bedrae wat ten opsigte van seëls deur die werkgever aan die Raad betaal word, moet deur die Raad vir rekening van die fonds behou word.

(6) (a) *Bydraes en bydraeboekies.*—Elke werkgever moet vir elkeen van sy werknemers 'n bydraeboekie, wat hy van die Raad moet verkry, in goeie toestand hou. Hy moet in elke boekie die naam van die werknemer inskryf en op elke Vrydag die seëls inplak op die plek wat in die werknemer se boekie aangedui is:—

- In groep 1: 'n Seël van 'n waarde van 1s. 4d.;
- in groep 2: 'n Seël van 'n waarde van 1s. 6d.;
- in groep 3: 'n Seël van 'n waarde van 1s. 8d.;
- in groep 4: 'n Seël van 'n waarde van 1s. 10d.;

en hy moet elke seël roeier deur die datum van inplakking in die bydraeboekie duidelik daarop te vermeld.

(b) Die werkgever moet op elke betaaldag ten opsigte van elke seël wat kragtens paragraaf (a) van subklousule (6) van hierdie artikel ingeplak word, die onderstaande bedrag, wat hierna die „bydraes” genoem word, van die loon van elkeen van sy werknemers, behalwe vakleëlinge, afrek:—

- Groep 1: Die som van 4d.;
- groep 2: Die som van 6d.;
- groep 3: Die som van 8d.;
- groep 4: Die som van 10d.;

en hy moet daardie geld hou.

Wanneer 'n werknemer wat 'n bydraer tot die fonds is, die werkgever se diens verlaat, moet die werkgever die bydraeboekie aan die bydraer oorhandig en die bydraer moet dit aan sy volgende werkgever oorhandig vir bewaring soos in hierdie subartikel voorgeskryf.

(7) *Siektebetaling.*—(A) (i) Behoudens soos bepaal in subklousule (9), is vir elke bydraer 'n bystand van 8 uur aan die bydraer verskuldig tot 'n maksimum van 416 uur; met dien verstande dat wanneer die getal ure wat verskuldig geword het, deur siektebetaling ooreenkomstig hierdie artikel verminder word, die balans wat tot krediet van die bydraer oorbly vir elke bydraer met 8 uur vermeerder moet word tot die maksimum van 416 uur bereik is.

(ii) Behoudens soos bepaal in subartikel (11) (b), moet die Raad wanneer hy van 'n werknemer 'n sertifikaat ontvang wat deur 'n mediese beampte wat deur die Raad aangestel is, geteken is, met vermelding dat daardie werknemer weens siekte nie in staat is om te werk nie, daardie werknemer siektebetaling uitkeer vir die

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

- (a) absent on leave in terms of sub-clause (1) of this section;
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

and shall be deemed to commence from the date the employee enters his employer's service or from the date on which he last became entitled to annual leave, whichever is the later.

8. SWEET INDUSTRY SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the Sweet Industry Sick Benefit Fund, hereinafter referred to as “the Fund”.

(2) The object of the fund shall be the provision of medical pharmaceutical and sick pay benefits to employees in the Sweet Manufacturing Industry, in the Magisterial District of Port Elizabeth for whom wages are prescribed in this agreement, during periods of illness.

(3) The fund shall be administered by the Council which shall make, amend and alter rules governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(4) All employees for whom wages are prescribed in this agreement shall become members of the fund and shall be classified in the following groups.

Group 1.—Employees for whom a basic wage of less than £2 per week exclusive of cost of living allowance is prescribed.

Group 2.—Employees for whom a basic wage of not less than £2 but less than £3 per week exclusive of cost of living allowance is prescribed.

Group 3.—Employees for whom a basic wage of not less than £3 per week but less than £4 per week exclusive of cost of living allowance is prescribed.

Group 4.—Employees for whom a basic wage of not less than £4 per week exclusive of cost of living is prescribed.

(5) *Stamps.*—Each employer shall purchase from the Council stamps to enable him to comply with sub-clause (6) of this clause, and an adequate reserve shall at all times be maintained by him. The Council shall refund to the employer the value of any unused stamps returned. The amounts paid by the employer to the Council in respect of stamps shall be retained by the Council for the account of the fund.

(6) (a) *Contributions and Contribution Books.*—Each employer shall keep in good order in respect of each of his employees who is a member of the fund a contribution book as prescribed by the Council which he shall obtain from the Council. He shall enter in each book the name of the employee and on each Friday he shall fix on the place indicated in the book of each employee:—

- In Group 1: A stamp to the value of 1s. 4d.;
- group 2: A stamp to the value of 1s. 6d.;
- group 3: A stamp to the value of 1s. 8d.;
- group 4: A stamp to the value of 1s. 10d.;

and shall cancel each stamp by clearly marking thereon the date of insertion in the contribution book.

(b) Each employer shall on each pay day deduct from the wages of each employee, other than an apprentice, in respect of each stamp inserted in the Contribution Book in terms of paragraph (a) of sub-clause (6) of this section, the following amount, hereinafter referred to as “contributions”:—

- Group 1: The sum of 4d.;
- group 2: The sum of 6d.;
- group 3: The sum of 8d.;
- group 4: The sum of 10d.;

which money he shall retain.

When an employee who is a contributor to the Fund leaves the service of his employer the employer shall hand to the contributor his contribution book and the contributor shall hand it to his next employer for keeping in terms of this sub-section.

(7) *Sick Pay.*—(A) (i) Subject to the provisions of sub-clause (9) for each contribution a benefit of 8 hours shall accrue to a contributor up to a maximum of 416 hours; provided that where the number of hours accrued is reduced by way of a sick pay paid in terms of this section, the balance remaining to the credit of the contributor shall be increased by 8 hours for each further contribution until the maximum of 416 hours is reached.

(ii) Subject to the provisions of sub-section (11) (b) the Council shall on receipt from an employee of a certificate issued by a medical officer appointed by the Council certifying that such employee is incapable of working due to illness, pay to such employee sick pay for the group in which he last contributed,

groep waarin hy laas bygedra het, en vir elke uur van afwesigheid gedurende die normale week, met ingang van die derde dag na melding by die mediese amptenaar, teen die volgende skale:—

- Groep 1: 6d. per uur;
- groep 2: 11d. per uur;
- groep 3: 1s. 3d. per uur;
- groep 4: 1s. 8d. per uur;

met dien verstande dat—

- (a) in die geval van 'n werknemer se afwesigheid vir vier agtereenvolgende dae of langer, hy boonop siektebetaling ten opsigte van die getal werke wat gedurende die eerste drie dae van afwesigheid verloor is, moet ontvang;
 - (b) elke sertifikaat wat deur 'n mediese beampte uitgereik word, het 'n geldigheidsduur van 7 dae van die datum van uitreiking af; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, vir die langer tyd na sy goeddunke die sertifikaat van een van die mediese beamptes wat deur die Raad aangestel is, kan aanvaar;
 - (c) geen uitkering bo die getal ure wat kragtens subartikel (7) (A) (i) van hierdie artikel verskuldig geword het, kan betaal word nie;
 - (d) die uitdrukking „uur” beteken 'n gewone uur wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) wanneer hy nie weens siekte afwesig was nie, toe, te skryf;
- en voorts met dien verstande dat geen siektebystand betaal word nie—
- (e) aan 'n werknemer wie se siekte, besoeking, of kwaal na die Raad se mening toe te skryf is aan wangedrag of buitensporige gebruik van drank of bedwelmdende middels;
 - (f) ten opsigte van openbare vakansies, soos in hierdie Ooreenkoms vasgestel, of ten opsigte van die gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbetaling kragtens artikel 7 van hierdie Ooreenkoms ontvang het;
 - (g) vir elke siekte waarvoor 'n werknemer skadeloosstelling kragtens die Ongevallewet, 1941, ontvang;
 - (h) ten opsigte van bevallings gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, gedurende welke tydperk 'n bydraer reg op bystand kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, het;
 - (i) aan 'n werklose bydraer gedurende daardie tydperk wat hy geregtig is tot bystand kragtens die Werkloosheids-versekeringswet, No. 53 van 1946 het.
- (iii) Elke werkgever moet uiterlik die 7de dag van elke maand ten opsigte van die voorgaande kalendermaand by die Raad 'n opgawe in tweevoud indien wat die volle name van die werknemers wat gedurende die voorgaande maand weens siekte van hul werk afwesig was, hul groepe en die getal dae van afwesigheid, aantoon.

(B) *Mediese en artsnykundige bystand.*—'n Werknemer is geregtig tot—

- (i) algemene mediese behandeling deur een van die mediese beamptes wat deur die Raad aangestel is (hierna genoem die mediese beampte) behalwe vir bevallings;
- (ii) inspuitings, maar nie inenting en voorkomingsinspuitings nie, wat deur die mediese beampte toegedien word;
- (iii) massage op voorskrif van die mediese beampte;
- (iv) operasies, hospitaalbehandeling en spesialisiebehandeling op aanbeveling van die mediese beampte, tot 'n maksimum van £20 (twintig pond) ten opsigte van enige siekte, of ongeval;
- (v) verskaffing van medisyne, salwe, verbande en wasmiddels deur 'n apteek wat deur die Raad aangestel is en gemagtig deur 'n resep wat deur die mediese beampte geteken is.

Die koste van mediese behandeling en artsnykundige bystand, moet deur die Raad betaal word teen aanbieding van bevredigende rekenings van die mediese beampte en apteker wat deur die Raad aangestel is.

(8) Van elke werknemer word vereis om voor indiensneming 'n mediese ondersoek deur een van die mediese beamptes en 'n x-straalondersoek by die miniatuur-x-straalinstallasie wat by die Noordeinde-kliniek, Port Elizabeth, gevestig is, te ondergaan en van elke werknemer wat in die nywerheid in diens is, kan na goeddunke van die Raad, vereis word om een keer per jaar 'n x-straalondersoek by die miniatuur-x-straalinstallasie by die Noordeinde-kliniek te ondergaan.

(9) Geen bydraer het die reg om bystand kragtens subartikel (7) te ontvang, voordat hy vir 'n tydperk van 13 weke bydraes betaal het nie en geen bystand is vanaf die dag waarop die bydraer die nywerheid verlaat, betaalbaar nie. Wanneer 'n bydraer die volle bystand wat kragtens subartikel (7) (A) aan hom betaalbaar is, uitput, moet hy vir 'n verdere tydperk van 13 weke bydra voordat daardie werknemer tot verdere bystand reg het.

(10) *Identiteitskaarte.*—(1) Aan elke bydraer moet, nadat hy 13 weke bygedra het, 'n identiteitskaart uitgereik word in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

Dié kaart moet deur sy werkgever onderteken word, en moet 'n sertifikaat van die werkgever bevat wat vermeld dat die werknemer 'n bydraer is en reg het op mediese en artsnykundige bystand kragtens die bepalinge van die fonds.

and for each hour of absence during the normal week beginning on the third day after reporting to the medical officer, at the following rates:—

- Group 1: 6d. per hour.
- Group 2: 11d. per hour.
- Group 3: 1s. 3d. per hour.
- Group 4: 1s. 8d. per hour.

Provided that—

- (a) in the event of an employee being absent for four or more consecutive days he shall in addition be paid sick pay in respect of the number of working hours lost during the first three days of absence;
 - (b) each certificate issued by a medical officer shall have a currency of 7 days from the date of issue; provided that the Council may, in the event of lengthy illness, accept the certificate of one of the medical officers appointed by the Council for such longer period as is may determine;
 - (c) no payment in excess of the number of hours accrued in terms of sub-section (7) (A) (i) of this section shall be payable;
 - (d) the term “hour” means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness;
- and provided further that no sick pay benefits shall be paid—
- (e) to an employee whose illness, affliction or disease is, in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;
 - (f) in respect of paid holidays as specified in this agreement or in respect of any portion of the annual leave for which an employee received holiday in terms of section 7 of this agreement;
 - (g) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;
 - (h) in respect of confinements during the period four weeks prior to, and eight weeks subsequent to, the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941;
 - (i) to an unemployed contributor during such period as he may be entitled to receive benefits in terms of the Unemployment Benefit Act, No. 53 of 1946.
- (iii) Not later than the 7th day of each month every employer shall forward to the Council in respect of the preceding calendar month a statement, in duplicate, showing the full name of the employees who have been absent from work due to illness during the preceding month, their groups, and the number of days absent.

(B) *Medical and Pharmaceutical Benefits.*—An employee shall be entitled to—

- (i) general medical attention from one of the medical officers appointed by the Council (hereinafter styled the medical officer), except confinements;
- (ii) injections, excluding vaccination and preventative injection administered by the medical officer;
- (iii) massage at the direction of the medical officer;
- (iv) operations, hospitalised treatment and specialist treatment on the recommendation of the medical officer up to a maximum of £20 (twenty pounds) in respect of any one illness or accident;
- (v) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacist appointed by the Council.

(8) Every employee shall be required to undergo a pre-employment medical examination by one of the medical officers and shall be required to be X-rayed at the miniature X-ray plant established at the North End Clinic, Port Elizabeth, prior to employment in the Industry, and every employee employed in the industry may at the discretion of the Council be required to be X-rayed at the miniature X-ray plant at the North End Clinic, Port Elizabeth, once annually.

(9) No contributor shall be entitled to receive benefits in terms of sub-section 7 until he has contributed for a period of 13 weeks and no benefits shall be payable from the day the contributor leaves the industry. In the event of a contributor exhausting the full benefit payable to him in terms of sub-section 7 (A), he shall contribute for a further period of 13 weeks, before such contributor shall be entitled to any further benefits.

(10) *Identification Cards.*—(1) Each contributor shall, after he has contributed for 13 weeks, be supplied with an identification card printed in such form as the Council may from time to time direct.

Such card shall be signed by his employer, and shall contain a certificate by the employer to the effect that the employee is a contributor and is entitled to medical and pharmaceutical benefits in terms of the fund.

Ondanks andersluidende bepalingen in die Ooreenkoms het geen bydraer reg op mediese of artsnykundige bystand nie, tensy hy in besit is van 'n identiteitskaart wat behoorlik geteken en ingevul is ooreenkomstig hierdie subartikel en dit aan die mediese beampte of apteker wat deur die Raad aangestel is voorleë, en geen mediese beampte of apteker kan aan 'n persoon mediese behandeling of artsnykundige produkte kragtens hierdie Ooreenkoms gee of uitreik nie, tensy daardie persoon 'n identiteitskaart soos in hierdie subartikel voorgeskryf, aan daardie mediese beampte of apteker voorleë.

(2) Wanneer 'n bydraer sy identiteitskaart verloor, moet hy by die Raad aansoek doen om uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 1s. daarvoor, soos deur die betrokke komitee vasgestel kan word.

(3) Wanneer 'n bydraer sy werkgewer se diens verlaat, moet hy aan sy werkgewer sy identiteitskaart oorhandig vir aantekening daarop van die datum van verstryking daarvan, welke datum 13 weke na diensbeëindiging moet wees.

(4) Wanneer 'n werknemer binne daardie tydperk van 13 weke 'n ander diens in die nywerheid kry, moet hy sy identiteitskaart onmiddellik oorhandig aan sy nuwe werkgewer wat sonder versuim 'n nuwe kaart kragtens subartikel (1) van hierdie artikel aan hom moet uitreik.

(5) Wanneer 'n werknemer sy diens sonder opsegging verlaat of nie sy kaart vir aantekening kragtens subartikel (3) van hierdie artikel oorhandig nie, moet die werkgewer die bydraeboekie van daardie werknemer aan die Raad stuur.

(11) *Geldelike beheer.*—(a) Al die geld wat aan die fonds betaal word, moet gestort word op 'n spesiale rekening wat op naam van die Siektetystandfonds van die Lekkergoednywerheid by 'n bank wat deur die Raad goedgekeur is, geopen moet word.

(b) Bystand word gestaak wanneer die bedrag tot krediet van die fonds benede £100 daal en kan nie hervat word voordat die bedrag tot krediet van die fonds die som van £200 bereik het nie.

(c) Die Sekretaris moet so spoedig moontlik na 31 Desember van elke jaar 'n staat opstel wat die gelde wat ontvang is en die besonderhede van die uitgawes gedurende die 12 maande wat eindig op 31 Desember, aantoon. Daardie staat moet vir ouditeuring voorgelê word aan 'n ouditeur wat deur die Raad aangestel is en aan die Raad voorgelê word, tesaam met die ouditeur se verslag. Die geouditeerde staat en die ouditeur se verslag daarvoor, moet vir insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

(d) Al die uitgawes wat in verband met die beheer van die fonds gedoen word, vorm 'n las teen die fonds.

(e) Al die betalings wat deur die fonds gedoen word, moet geskied per tjek op die fonds se rekening getrek. Daardie tjeks moet geteken word deur twee persone wat behoorlik daartoe deur die Raad gemagtig is.

(f) Al die geld wat na die Raad se mening 'n surplus bo die fonds se behoeftes vorm, kan by 'n bank of geregistreerde bougenootskap op deposito geplaas word; met dien verstande dat voldoende geld in 'n likwiede vorm gehou moet word om die fonds in staat te stel om onmiddellik by aanvraag aan sy verpligtinge te kan voldoen.

(g) Wanneer hierdie ooreenkoms deur tydverloop of weens ander oorsake verstryk, moet die fonds verder deur die Raad beheer word totdat die ooreenkoms hernu word, of wanneer dit nie hernu word nie, totdat die fonds gelikwiede is.

(12) *Likwidasië.*—(a) Behoudens soos bepaal in subklousule (11) (g) van hierdie klousule, moet die fonds gelikwiede word nadat enige ooreenkoms wat van krag is verstryk het en nie binne ses maande na die datum van daardie verstryking hernu is nie, of ingeval die Raad gederegistreer word en nadat enige ooreenkoms wat op die tydstop van die deregistrasie van krag is, verstryk het.

Alle gelde wat tot krediet van die fonds oorbly na afhandeling van alle eise ten gunste van en teen die fonds, moet aan die Algemene Fonds van die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, uitbetaal word.

(b) Ingeval van ontbinding van die Raad, of ingeval die Raad ophou met werk gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van die Wet, moet lede van die Raad wat bestaan op die datum waarop die Raad ophou met werk of ontbind word, 'n Bestuurskomitee vorm wat steeds die fonds moet administreer; met dien verstande dat enige vakature wat op die komitee ontstaan, deur die Minister uit werkgewers of, na gelang van die geval, werknemers, geval kan word ten einde 'n gelyke getal werkgewers- en werknemers-vertegenwoordigers en van plaasvervangers in die lidmaatskap van die komitee te verseker.

Ingeval die komitee nie in staat is, of onwillig is om sy pligte te vervul, of wanneer staking van stemme op die komitee ontstaan wat die beheer van die fonds, na die mening van die Minister ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte te vervul wat vir hierdie doeleindes alle bevoegdhede van die komitee moet besit. By verstryking van hierdie Ooreenkoms, moet die fonds deur die komitee, of, na gelang van die geval, deur die kuratore gelikwiede word op die wyse soos in subartikel (8) van hierdie artikel uiteengesit en wanneer by die verstryking die Raad se sake reeds afgewikkel en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad vorm.

Notwithstanding anything to the contrary contained in the Agreement a contributor shall not be entitled to medical or pharmaceutical benefits, unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Council an identification card duly signed and completed in terms of this sub-section, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this sub-section.

(2) In the event of a contributor losing his identification card he shall make application to the Council for the issue of a duplicate card on payment of such fee not exceeding 1s. in respect thereof as the committee concerned may determine.

(3) Upon leaving the service of his employer, a contributor shall submit to his employer, his identification card for endorsement of the date of expiration thereon, which date shall be 13 weeks after the termination of employment.

(4) In the event of the employee obtaining further employment in the sweet manufacturing industry within such period of 13 weeks, he shall hand his identification card to his new employer who shall forthwith issue him with a new card in terms of sub-section (1) of this section.

(5) If an employee leaves without notice or does not produce his card for endorsement in terms of sub-section (3) of this section, the employer shall forward the contribution book of such employee to the Council.

(11) *Financial Control.*—(a) All moneys paid in to the fund shall be deposited in a special account to be opened in the name of the "Sweet Industry Sick Fund" at a bank approved by the Council.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and shall not recommence until the amount standing to the credit of the fund has reached the sum of £200.

(c) The Secretary shall, as soon as possible, after 31st December each year, prepare a statement showing moneys received and details of expenditure during the 12 months ended 31st December. Such statement shall be submitted for audit to an auditor appointed by the Council and submitted to the Council together with the auditor's report. The audited statement and the auditor's report thereon shall lie for inspection at the head office of the Council and copies thereof shall be sent to the Secretary for Labour.

(d) All expenses incurred in the administration of the fund shall be a charge upon the fund.

(e) All payments by the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the fund's requirements may be placed on deposit with a bank or registered building society provided that sufficient money is kept in such liquid form as to enable the fund to meet its liabilities immediately it is called upon to do so.

(g) Should this agreement expire through effluxion of time, or for any other reason, the fund shall continue to be administered by the Council until the agreement is renewed or failing renewal until the fund is liquidated.

(12) *Liquidation.*—(a) Subject to the provisions of sub-clause 11 (g) of this clause, the Fund shall be liquidated after any agreement which is in operation has expired and has not been renewed within six months after date of such expiry, or in the event of the Council becoming de-registered, and any agreement which is in operation at the time of such de-registration has expired.

All moneys remaining to the credit of the Fund after disposal of all claims in favour of and against the Fund shall be paid into the General Funds of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

(b) 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 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.

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, Paasmaandag, Hemelvaartsdag, Dingaansdag en Kersdag, en moet ten opsigte van so 'n dag minstens 'n weekloon, soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op enigteen van dié dae te werk.

Ingeval enigteen van die openbare vakansiedae, hierbo genoem, op 'n Saterdag val, moet 'n werknemer ten opsigte van so 'n dag, benewens sy gewone weekloon, 'n bedrag betaal word van minstens die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur vyf.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, behalwe 'n los arbeider, ook al op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Hemelvaartsdag, Dingaansdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens 'n weekloon soos in klousule 4 (1) vir elke werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, dié weekloon gedeel deur 44.

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

(c) Ingeval 'n openbare vakansiedag met betaling op 'n ander dag as 'n werkdag val, moet dié werkgever aan elkeen van sy werknemers 'n volle dag se besoldiging in plaas van daardie vakansiedag betaal.

(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, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½, betaal; of
- (b) minstens anderhalf maal dié weekloon, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 44, betaal vir elke uur of gedeelte van 'n uur aldus gewerk en hom binne sewe dae na daardie Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens dié weekloon, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal.
- (4) *Los arbeider*.—Wanneer 'n arbeider ook al op Sondag werk, moet sy werkgever hom dubbel dié 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.

- (1) 'n Werkgever mag geen—
 - (a) assistent-voorman, assistent-voortvrou of 'n ongekwalifiseerde klerklike werknemer in diens hê nie, tensy hy onderskeidelik 'n voorman, voortvrou of gekwalifiseerde klerklike werknemer in diens het;
 - (b) 'n ongekwalifiseerde lekkergoedmaker in diens hê nie, tensy hy een gekwalifiseerde lekkergoedmaker in diens het;
 - (c) 'n algemene werker teen 'n loon van minder as twee pond nege sjielings per week in diens hê nie, tensy hy een algemene werker teen 'n loon van minstens twee pond nege sjielings per week in diens het;
- en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, en vir elke algemene werker wat minstens twee pond nege sjielings per week ontvang, hoogstens een algemene werker teen minder as twee pond nege sjielings per week in diens hê; met dien verstande dat—
- (i) 'n werkgever wat uitsluitlik of hoofsaaklik self dié werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, na gelang van dié geval, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerklike werknemer gereken kan word;
 - (ii) vir dié doel van hierdie klousule, 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker wat minstens dié loon ontvang wat in klousule 4 (1), na gelang van dié geval, vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker voorgeskryf word, onderskeidelik as 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker gereken kan word.

11. STUKWERK.

Geen werkgever kan van 'n persoon vereis of hom toelaat om stukwerk te verrig nie, of om volgens 'n ander stelsel waarby dié verdienste op hoeveelheid of omvang van dié verrigte werk bereken word, te werk nie.

12. LOGBOEK.

(1) Elk werkgever moet aan elke motorvoertuigbestuurder, of deelydse motorvoertuigbestuurder, in sy diens, 'n logboek met kopieblaie, so na as moontlik in die volgende vorm, verskaf:—

Daaglikse log.

Naam van werkgever.....
 Naam van motorvoertuigbestuurder.....
 Tyd waarop werk begin het..... vm./nm.
 Tyd waarop werk gestaak is..... vm./nm.
 Getal gewone werke.....
 Getal oortydure gewerk.....
 Etenstye van..... vm./nm.
 Onklaarings, ongevallen en/of ander vertraginge.....

Handtekening van bestuurder.

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, Easter Monday, Ascension Day, Union Day, Dingaan's Day, and Christmas Day, and shall be paid in respect of each such day not less than a 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.

In the event of any of the Public Holidays referred to above falling on a Saturday, an employee shall be paid in respect of such day in addition to his normal weekly remuneration an amount not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by five.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee other than a casual labourer works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than a 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 any hour so worked such weekly wage divided by 44.

(b) Whenever a casual labourer works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, 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 so worked.

(c) In the event of any paid holiday falling on a day other than a working day the employer shall pay to each of his employees a full day's remuneration in lieu of such holiday.

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

- (a) not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by 2½; 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 44 for each hour or part of an hour so worked and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by 5.

(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.

(1) An employee 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 two pounds nine shillings per week, unless he has in his employ one general worker at a wage of not less than two pounds nine shillings per week;

and for each qualified clerical employee or sweetmaker, not more than one unqualified clerical employee or sweetmaker, respectively, and for each general worker receiving not less than two pounds nine shillings per week not more than one general worker at less than two pounds nine shillings per week 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) for the purposes 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. PIECE-WORK.

No employer shall require or allow any person to work piece-work or any other system by which earnings are based on quantity or output of work done.

12. LOG BOOK.

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

Daily Log.

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

Signature of Driver.

(2) Elke bestuurder aan wie die logboek wat in subklousule (1) 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 tweevoud invul en binne vier-en-twintig uur na afloop van die dag se werk waarop dit betrekking het, 'n afskrif aan sy werkgever aflewer.

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

13. OORPAKKE.

(1) 'n Werkgever moet oorpakke aan elkeen van sy werknemers kosteloos verskaf, of in plaas daarvan aan elke werknemer eenmaal in die drie maande die som van agt sjelings en ses pennies vir aankoop van oorpakke betaal en hulle bly die werkgever se eiendom.

(2) Alle oorpakke moet vir rekening van die werkgever gewas en gestryk word.

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

14. VERBOD OP INDIENSNEMING VAN PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

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

15. DIENSSERTIFIKAAT.

Die werkgever moet by beëindiging van die dienskontrak van enige van sy werknemers, behalwe 'n los arbeider, aan daardie werknemer 'n dienssertifikaat uitreik wat die name van die werkgever en werknemer voluit, 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 daardie sertifikaat aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, behalwe 'n los arbeider, moet minstens een week skriftelik opsegging vir die beëindiging van die dienskontrak gee, of in plaas daarvan minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het betaal of verbeur; met dien verstande dat onderstaande nie daardeur geraak word nie—

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

(b) 'n ooreenkoms tussen 'n werkgever en 'n werknemer wat vir 'n termyn van opsegging van gelyke duur vir altwee partye en vir langer as een week voorsiening maak.

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

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

17. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms aan, of ten opsigte van, enige persoon verleen; met dien verstande dat geen vroulike werknemer toegelaat mag word om soos volg te werk nie:—

(1) Tussen 6-uur nm. en 6-uur vm.

(2) Na 1-uur nm. op meer as vyf dae in 'n week behalwe met die doel om werk te doen—

(a) wat deur noodgeval nodig gemaak is; of

(b) wat nodig is om die verlies te voorkom van grondstowwe wat bewerk word en wat aan vinnige ontbinding onderhewig is.

(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 goedgekeurde en na een week skriftelike kennis aan die betrokke persone gegee is, 'n vrystelling kan herroep, hetsy die termyn waarvoor die vrystelling verleen was, verstryk het of nie.

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

(a) Die naam van die betrokke persoon voluit;

(b) die termyn waarvoor die vrystelling van krag is;

(c) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(d) die voorwaardes waaronder die vrystelling verleen is.

(4) Die Sekretaris van die Raad moet—

(a) alle vrystellingsertifikate wat uitgereik word, in volgorde nummer;

(b) van elke sodanige sertifikaat 'n afskrif behou en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;

(c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

(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 employer.

(3) The provisions of this clause shall not apply to 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 nature of the employment, the dates of commencement and termination of contract and the rate of remuneration at the date of such termination and shall forward a copy of such certificate to the Secretary of the Council P.O. Box 3051, Port Elizabeth.

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 writing of his intention to terminate the contract of employment, to take effect from the usual pay-day of the employee, or shall pay in lieu thereof not less than the weekly wage which the employee was receiving immediately before the date of such termination; Provided that this shall not affect—

(a) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

(b) 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) When an agreement is entered into in terms of the second proviso to sub-clause (1) of this section the payment or 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 usual pay-day of the employee; 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 exemption from any of the provisions of this Agreement to or in respect of any person.

Provided that no female employee may be permitted to work—

(1) between 6 o'clock p.m. and 6 o'clock a.m.

(2) after 1 o'clock p.m. on more than five days in any week.

Except for the purpose of performing work—

(a) which is necessitated by an emergency; or

(b) 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, and 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, Port Elizabeth;

(c) where exemption is granted to an employer, forward a copy of the licence of exemption to the employer concerned.

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