

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

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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. 2403.] [14 September 1951.

NYWERHEID-VERSOENINGSWET, 1937.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

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

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

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

★ No. 2403.] [14 September 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

SWEET MANUFACTURING INDUSTRY, EAST LONDON.

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

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

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE LEKKERGOEDNYWERHEID, GRENS.

OOREENKOMS

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

„Border Sweet Manufacturers' Association”

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

„Sweet Workers' Union”

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Grens.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie 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 artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, vasstel en bly van krag vir een jaar of vir die termyn wat deur hom bepaal word.

3. WOORDBEPALING.

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—

„Wet”, die Nywerheid-versoeningswet, 1937;

„Ooreenkoms”, 'n ooreenkoms gepubliseer en bindend gemaak vir werkgewers en werknemers in die Lekkergoednywerheid ingevolge die bepalings van die Nywerheid-versoeningswet, 1937;

„assistent-voorman”, 'n werknemer wat die voorman by die verrigting van sy werk help en wat vir hom in sy afwesigheid kan waarneem;

„assistent-voorvrou”, 'n vroulike werknemer wat die voorvrou 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 hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„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;

„Raad”, die Nywerheidsraad vir die Lekkergoednywerheid (Grens) geregistreer ingevolge artikel *negentien* van die Nywerheid-versoeningswet, 1937;

„versendingsklerk”, 'n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer, of aflewering en wat toesig kan hou oor verpak, afweeg en/of bymeekarmaak van sulke goedere, die natel 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;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, BORDER AREA.

AGREEMENT

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

The Border Sweet Manufacturers' Association

(hereinafter referred to as the “employers” or “employers' organisation”) of the one part, and the

Sweet Workers' Union

(hereinafter referred to as the “employees” or “trade union”) of the other part, being the parties to the Industrial Council for the Sweet Manufacturing Industry, Border Area.

1. SCOPE OF APPLICATION OF THE AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of East London by all employers who are members of the employers' organisation and are 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 fixed by the Minister of Labour in terms of section *forty-eight* of the Act and remain in force for a period of one year or for such period as may be determined by him.

3. DEFINITIONS.

Any terms of this Agreement, which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include any amendment to such Act or Ordinance, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“Agreement” means an Agreement published and made binding on employers and employees in the Sweet Manufacturing Industry in accordance with the provisions of the Industrial Conciliation Act, 1937;

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

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

“assistant storeman” means an employee other than a despatch clerk and a labourer who assists the storeman in his duties;

“boiler attendant” means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;

“casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;

“clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;

“clerical employee, qualified male,” means a male clerical employee who has had not less than five years' experience;

“clerical employee, unqualified male,” means a male clerical employee who has had less than five years' experience;

“clerical employee, qualified female,” means a female clerical employee who has had not less than four years' experience;

“clerical employee, unqualified female,” means a female clerical employee who has had less than four years' experience;

“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 materials after use;

“Council” means the Industrial Council for the Sweet Manufacturing Industry (Border Area) registered in terms of section *nineteen* of the Industrial Conciliation Act, 1937;

“despatch clerk” means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;

“establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which is 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) '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;

„voorman”, 'n werknemer wat in beheer is van 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 van 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, wanmasjien, 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 vorms sit, uit vorms uithaal, fatsoeneer, uitgiet, insit, uithaal en stysel van lekkergoed verwyder;
- (j) voer, kristalliseer, trek, rol, opsky 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;

„algemene werker, gekwalifiseer”, 'n algemene werker wat 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) inmekaarsit van duie of riefelkartonhouers;
- (k) vul en leegmaak van raffineerders, roostermasjiene, wanmasjiene, maal- en vormmasjiene, maar nie bedien van sulke masjiene nie;
- (l) tee of dergelike drankte maak;
- (m) bestanddele in mengmasjiene of panne sit, maar nie stroop in draaiende panne giet nie;
- (n) stysel in „buck”-masjiene voer;
- (o) suiker of glucose 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;
- (q) masjinerie en installasie, behalwe motorvoertuie, olie en ghries;

„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;

(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;

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

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

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

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

„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 vehicle;
- (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;
- (q) oiling and greasing machinery and plant other than motor vehicles;

„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 vrag 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 ins’t;
- „deeltydse motorvoertuigbestuurder”, ’n werknemer wat hoogstens tesaam 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 vrag, 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;
- „besoldiging”, die loon plus lewenskostetoelae, aan ’n werknemer kragtens artikel 4 (1) en 4 (7) verskuldig;
- „kort tyd”, ’n tydelike vermindering van die getal gewone werkeure as gevolg van ’n algemene onklaarraking van installasie, of masjinerie, of ’n dreigende of nakende instorting van geboue as gevolg van ongeval, of onvoorsiene noodgeval, of slappe 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, bære, verpak of uitpak van goedere in ’n magasyn of pakhuis en/of aflewering van goedere uit ’n magasyn of pakhuis, aan die verbruiksafdeling in ’n inrigting, of v r 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 pangoedere gereed is om uit die panne verwyder te word, en/of in die geval van siokolade van die begin van die rooster van die boontjies tot die siokolade 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 een jaar ervaring;
- „handelsreisiger, ongekwalifiseer”, ’n handelsreisiger met minder as een jaar ervaring;
- „handelsreisiger se voertuigbestuurder”, ’n werknemer wat ’n handelsreisiger op sy reise vergesel en wat die voertuig van die handelsreisiger kan bestuur;
- „welsynbeampte”, ’n werknemer wat ’n geldige bekwaamheidsertifikaat vir eerste hulp besit, wat deur enigeen van die onderstaande organisasies uitgereik is:—
- (a) Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulance Association;
- (c) Noodhulpliga 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 werkeure soos in klousule 6 bepaal, behalwe lewenskostetoelae.

4. BESOLDIGING.

(1) Die minimum lone 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 werksaam is:—

- „motor vehicle driver” means an employee engaged in driving a motor vehicle and for the purposes 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 automatic feed, larger than 10 inches by 15 inches or a label overprinting machine) including locking up forms in the machine chase;
- „remuneration” means the wage plus cost of living allowance due to an employee in terms of section 4 (1) and 4 (7);
- „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 chocolate from the commencement of the roasting of the beans until the chocolate is ready to be formed, poured, wrapped, used for dipping or coating or otherwise fabricated;
- „sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;
- „sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;
- „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 one year’s experience;
- „traveller, unqualified,” means a traveller who has had less than one year’s experience;
- „traveller’s driver” means an employee who accompanies a traveller on his journeys and who may drive a motor vehicle conveying such traveller;
- „welfare officer” means an employee who holds a current certificate of competency in First-Aid issued by any of the following organisations:—
- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpliga 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 section 6, excluding cost of living allowance.

4. REMUNERATION.

(1) The minimum wage and cost of living allowance which shall be paid by an employer to each of his employees of the undermentioned classes, shall be as set out hereunder, provided that in classifying an employee for the purpose of this section he shall be deemed to be in the class in which he is wholly or mainly employed:—

(a) *Magistraatsdistrik Oos-Londen:—*

	Loon.			Lewens-koste-toelae.			Totaal.		
	Per week.			Per week.			Per week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Voorman.....	9	4	0	2	7	0	11	11	0
Assistent-voorman.....	7	9	6	2	7	0	9	16	6
Voorvrou.....	5	3	6	1	18	6	7	2	0
Assistent-voorvrou.....	4	0	6	1	14	0	5	14	6
Groep-leier of Spanopsigter.	3	9	0	1	7	9	4	16	9
Lekkergoedmaker, gekwalifiseer.....	6	18	0	2	7	0	9	5	0
Lekkergoedmaker, ongekwalifiseer—									
gedurende 1ste ses maande ervaring.....	1	15	0	0	18	9	2	13	9
gedurende 2de ses maande ervaring.....	2	5	0	1	1	9	3	6	9
gedurende 3de ses maande ervaring.....	2	15	0	1	4	9	3	19	9
gedurende 4de ses maande ervaring.....	3	6	2	1	10	3	4	16	5
gedurende 5de ses maande ervaring.....	3	17	8	1	14	0	5	11	8
gedurende 6de ses maande ervaring.....	4	9	2	1	16	6	6	5	8
gedurende 7de ses maande ervaring.....	5	0	8	2	1	0	7	1	8
gedurende 8ste ses maande ervaring.....	5	12	2	2	3	0	7	15	2
gedurende 9de ses maande ervaring.....	6	0	9	2	5	0	8	5	9
gedurende 10de ses maande ervaring.....	6	9	5	2	5	0	8	14	5
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	12	9	2	7	0	8	19	9
Klerklike werknemer, manlik, ongekwalifiseer—									
gedurende 1ste jaar ervaring.....	2	4	5	1	1	9	3	6	2
gedurende 2de jaar ervaring.....	3	1	1	1	8	6	4	9	7
gedurende 3de jaar ervaring.....	3	19	8	1	14	0	5	13	8
gedurende 4de jaar ervaring.....	4	18	3	1	19	0	6	17	3
gedurende 5de jaar ervaring.....	5	16	9	2	3	0	7	19	9
Klerklike werknemer, vroulik, gekwalifiseer..	3	19	8	1	11	6	5	11	2
Klerklike werknemer, vroulik, ongekwalifiseer—									
gedurende 1ste jaar ervaring.....	2	4	5	0	19	3	3	3	8
gedurende 2de jaar ervaring.....	2	13	8	1	2	3	3	15	11
gedurende 3de jaar ervaring.....	3	3	9	1	6	0	4	9	9
gedurende 4de jaar ervaring.....	3	14	3	1	9	9	5	4	0
Assistent-magasynmeester	4	12	0	1	19	0	6	11	0
Welsynbeampte.....	4	0	6	1	14	0	5	14	6
Kleedkamerbediende....	2	17	6	1	4	0	4	1	6
Instandhouer.....	5	15	0	2	3	0	7	18	0
Werktuigkundige.....	7	11	10	2	7	0	9	18	10
Motorvoertuigbestuurder	4	12	0	1	19	0	6	11	0
Handelsreisiger, gekwalifiseer.....	7	19	3	2	7	0	10	6	3
Handelsreisiger, ongekwalifiseer—									
gedurende 1ste ses maande ervaring....	6	12	9	2	7	0	8	19	9
gedurende 2de ses maande ervaring....	7	5	11	2	7	0	9	12	11
Handelsreisiger se voertuigbestuurder.....	2	12	6	1	2	3	3	14	9
Lettersetter.....	6	8	10	2	5	0	8	13	10

(a) *Magisterial District of East London:—*

	Wage.			Cost of Living Allowance.			Total.		
	Per Week.			Per Week.			Per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Foreman.....	9	4	0	2	7	0	11	11	0
Assistant foreman.....	7	9	6	2	7	0	9	16	6
Forewoman.....	5	3	6	1	18	6	7	2	0
Assistant forewoman.....	4	0	6	1	14	0	5	14	6
Group leader or team supervisor.....	3	9	0	1	7	9	4	16	9
Sweetmaker, qualified....	6	18	0	2	7	0	9	5	0
Sweetmaker, unqualified—									
during 1st six months of experience.....	1	15	0	0	18	9	2	13	9
during 2nd six months of experience.....	2	5	0	1	1	9	3	6	9
during 3rd six months of experience.....	2	15	0	1	4	9	3	19	9
during 4th six months of experience.....	3	6	2	1	10	3	4	16	5
during 5th six months of experience.....	3	17	8	1	14	0	5	11	8
during 6th six months of experience.....	4	9	2	1	16	6	6	5	8
during 7th six months of experience.....	5	0	8	2	1	0	7	1	8
during 8th six months of experience.....	5	12	2	2	3	0	7	15	2
during 9th six months of experience.....	6	0	9	2	5	0	8	5	9
during 10th six months of experience.....	6	9	5	2	5	0	8	14	5
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	12	9	2	7	0	8	19	9
Clerical employee, male, unqualified—									
during 1st year of experience.....	2	4	5	1	1	9	3	6	2
during 2nd year of experience.....	3	3	1	1	8	6	4	9	7
during 3rd year of experience.....	3	19	8	1	14	0	5	13	8
during 4th year of experience.....	4	18	3	1	19	0	6	17	3
during 5th year of experience.....	5	16	9	2	3	0	7	19	9
Clerical employee, female qualified.....	3	19	8	1	11	6	5	11	2
Clerical employee, female, unqualified—									
during 1st year of experience.....	2	4	5	0	19	3	3	3	8
during 2nd year of experience.....	2	13	8	1	2	3	3	15	11
during 3rd year of experience.....	3	3	9	1	6	0	4	9	9
during 4th year of experience.....	3	14	3	1	9	9	5	4	0
Assistant Storeman.....	4	12	0	1	19	0	6	11	0
Welfare Officer.....	4	0	6	1	14	0	5	14	6
Cloakroom Attendant...	2	17	6	1	4	0	4	1	6
Maintenance man.....	5	15	0	2	3	0	7	18	0
Mechanic.....	7	11	10	2	7	0	9	18	10
Motor vehicle driver....	4	12	0	1	19	0	6	11	0
Traveller, qualified.....	7	19	3	2	7	0	10	6	3
Traveller, unqualified—									
during 1st six months of experience.....	6	12	9	2	7	0	8	19	9
during 2nd six months of experience.....	7	5	11	2	7	0	9	12	11
Traveller's driver.....	2	12	6	1	2	3	3	14	9
Compositor.....	6	8	10	2	5	0	8	13	10

	Loon.			Lewens-koste-toelae.			Totaal.		
	Per week.			Per week.			Per week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Degelpersdrukker.....	3	3	9	1	8	6	4	12	3
Ketelbediener.....	2	5	0	0	19	3	3	4	3
Nagwag.....	2	5	0	0	19	3	3	4	3
Deeltydse motorvoertuigbestuurder.....	2	7	6	1	0	6	3	8	0
Algemene werker, gekwalifiseer.....	2	17	6	1	4	0	4	1	6
Algemene werker, ongekwalifiseer—									
gedurende 1ste, drie maande ervaring....	1	15	0	0	16	3	2	11	3
gedurende 2de drie maande ervaring....	2	0	0	0	17	6	2	17	6
gedurende 3de drie maande ervaring....	2	5	0	0	19	3	3	4	3
gedurende 4de drie maande ervaring....	2	10	0	1	0	6	3	10	6
gedurende 5de drie maande ervaring....	2	12	6	1	2	3	3	14	9
gedurende 6de drie maande ervaring....	2	15	0	1	2	3	3	17	3
Arbeider 18 jaar en ouer.	1	10	0	0	14	0	2	4	0
Arbeider onder 18 jaar.	1	0	0	0	11	6	1	11	6

(b) *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 behalwe soos bepaal in subartikel (4) en in artikel 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weeklikse besoldiging, in subartikel (1) vir 'n werknemer van sy klas voorgeskryf, betaal word, hetsy hy in daardie week die maksimum getal gewone werkure, soos in artikel 6-(1) voorgeskryf, of minder, gewerk het.

(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 subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45 plus 20 persent, betaal word.

(4) *Differensiële skaal*.—'n Werknemer 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 werknemer 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 besoldiging as dié vir sy eie klas; of

(b) 'n opgaande skaal wat op 'n hoër besoldiging as dié vir sy eie klas eindig;

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

(i) in die geval in paragraaf (a) genoem, een-vyfde van die hoër besoldiging;

(ii) in die geval in paragraaf (b) genoem, een-vyfde van die besoldiging, in subartikel (1) vir 'n werknemer van sy klas voorgeskryf, plus twintig persent;

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

(5) *Berekening van maandelikse besoldiging*.—Ingeval die besoldiging wat kragtens artikel 5 (1) aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van daardie besoldiging bereken word teen 4½-maal die besoldiging wat vir 'n werknemer van sy klas in subartikel (1) voorgeskryf word.

(6) *Reis- en/of verblyfstoelae*.—Benewens die besoldiging, in artikel 4 (1) voorgeskryf—

(a) moet 'n handelsreisiger alle redelike vervoer- en/of verblyf-koste betaal word wat deur hom ter uitvoering van sy pligte aangegaan word;

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

(7) *Lewenskostetoelae*.—Die toelae wat in hierdie artikel vasgestel word, moet alle toelae insluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, aan die betrokke werknemers verskuldig is; met dien verstande dat ingeval die toelae wat by hierdie Ooreenkoms voorgeskryf word, minder is as dié wat kragtens die genoemde Oorlogsmaatreël aan die betrokke werknemers verskuldig is, dit vermeerder moet word sodat dit gelyk staan aan die toelae wat by die Oorlogsmaatreël, soos van tyd tot tyd gewysig, voorgeskryf word.

	Wage.			Cost of Living Allowance.			Total.		
	Per Week.			Per Week.			Per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Platen pressman.....	3	3	9	1	8	6	4	12	3
Boiler attendant.....	2	5	0	0	19	3	3	4	3
Night watchman.....	2	5	0	0	19	3	3	4	3
Part-time motor vehicle driver.....	2	7	6	1	0	6	3	8	0
General worker, qualified	2	17	6	1	4	0	4	1	6
General worker, unqualified—									
during 1st three months of experience.....	1	15	0	0	16	3	2	11	3
during 2nd three months of experience.....	2	0	0	0	17	6	2	17	6
during 3rd three months of experience.....	2	5	0	0	19	3	3	4	3
during 4th three months of experience.....	2	10	0	1	0	6	3	10	6
during 5th three months of experience.....	2	12	6	1	2	3	3	14	9
during 6th three months of experience.....	2	15	0	1	2	3	3	17	3
Labourer, of the age of 18 years and over.....	1	10	0	0	14	0	2	4	0
Labourer, under 18 years of age.....	1	0	0	0	11	6	1	11	6

(b) *Casual Labourer*.—For each day or part of a day of employment, one-fifth of the weekly remuneration prescribed for a labourer.

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

(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-section (1) of this section, for an employee of his class, divided by forty-five for each hour or part of an hour worked, plus 20 per cent.

(4) *Differential Rate*.—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 therefore work of another class for which either—

(a) a remuneration higher than that of his own class; or

(b) a rising scale of remuneration terminating in a remuneration higher than that of his own class;

is prescribed in sub-section (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 remuneration;

(ii) in the case referred to in paragraph (b) one-fifth of the remuneration prescribed in sub-section (1) for an employee of his class, plus 20 per cent;

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

(5) *Calculation of Monthly Remuneration*.—Whenever the remuneration due to an employee is in terms of section 5 (1) paid monthly, the amount of such remuneration shall be calculated at the rate of four and one-third times the remuneration prescribed in sub-section (1) for an employee of his class.

(6) *Transport and/or Subsistence Allowance*.—In addition to the remuneration prescribed in section 4 (1)—

(a) a traveller shall be paid all reasonable transport and/or subsistence expenses incurred by him in the performance of his duties; and

(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*.—The allowance provided for in this section shall include any allowance payable to the employees concerned under War Measure No. 43 of 1942 as amended from time to time, provided that where the allowance prescribed in this agreement is less than that payable to the employee concerned under the said War Measure, it shall be increased so as to be equal to the allowance prescribed in the War Measure as amended from time to time.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer behalwe 'n los arbeider.*—Behalwe soos bepaal by artikel 7 (3), moet elke bedrag wat aan 'n werknemer verskuldig is, weekliks of maandeliks, as die werkgever en werknemer aldus skriftelik ooreengekom het, kontant betaal word gedurende werkure op die gebruikelike betaaldag van die inrigting of by diensbeëindiging as dit voor die gebruikelike betaaldag plaasvind, en moet in 'n koefert of ander houer wees wat die name van die werkgever 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 Werkgever 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 werkgever bereken of aangeneem word nie.

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

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

(6) *Boetes en kortings.*—'n Werkgever mag geen boetes van sy werknemer hef, nóg kortings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

(a) Met skriftelike toestemming van sy werknemer 'n korting vir verlof-siekte-, versekerings-, bystand-, of pensioen-fondse of ledegeld aan 'n werknemersorganisasie;

(b) as sy werknemer van werk wegbly of afwesig is weens ongeluk of siekte, 'n aftrekking in verhouding tot die tyd van dié afwesigheid; met dien verstande egter dat die bepaling van artikel 8 van toepassing is in die geval van afwesigheid deur siekte of ongeluk;

(c) 'n korting van elke bedrag wat die werkgever kragtens wet of bevel van 'n bevoegde hof vereis of toegelaat word om af te trek;

(d) wanneer die gewone werkure soos in artikel 6 (1) voorgeskryf verminder word weens korttyd, ten opsigte van elke uur van vermindering, 'n korting van een-vef-en-veertigste van die weekloon in artikel 4 (1) voorgeskryf; met dien verstande dat dié aftrekking nie meer is as een-kwart van die weekloon van die werknemer ongeag die getal ure waarmee die gewone werkure verminder word en voorts met dien verstande dat geen aftrekking gemaak word nie—

(i) in die geval van korttyd wat ontstaan deur 'n tydelike slapte in die bedryf of tekort aan grondstowwe, tensy die werkgever sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan deur 'n algemene onklaarraking van geboue, installasie of masjinerie as gevolg van ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(e) 'n korting ten opsigte van elke openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, een-vefde van die weekloon wat hy onmiddellik voor so'n openbare vakansiedag ontvang het;

(f) as 'n werknemer toestem, of van hom kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, vereis word om kos en/of huisvesting van sy werkgever 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—

(a) vyf-en-veertig in 'n week van Maandag tot en met Vrydag;

(b) nege op 'n dag.

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

(3) *Etensonderbrekings.*—'n Werkgever kan nie van sy werknemer vereis of hom toelaat 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 as deel van die gewone werkure of oortyd beskou nie; met dien verstande dat—

(a) 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;

5. PAYMENT OF REMUNERATION.

(1) *An Employee, other than a Casual Labourer.*—Save as provided in section 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) *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:—

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension fund or subscription to an employees' organisation;

(b) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence, provided, however, that the conditions of section 8 shall apply in the case of absence through sickness or accident;

(c) a deduction of any amount which an employer by any law or any order of any competent Court is required or permitted to make;

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

(i) in the case of short time arising out of temporary slackness of trade or shortages 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;

(ii) 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;

(e) a deduction in respect of any public holiday other than New Year's Day, Good Friday, 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 before such public holiday;

(f) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Natives Labour Regulation Act, 1911, to accept from his employer board and/or lodging a deduction not exceeding the amounts specified hereunder:—

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

(a) forty-five in any week from Monday to Friday inclusive;

(b) nine in any day.

(2) The ordinary hours of work of a casual labourer shall not exceed nine 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—

(a) 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;

(b) werkdag wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou word.

(4) *Ruspouses.*—'n Werkgever moet aan elke 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—

(a) die middel van die eerste werkdag op 'n dag;

(b) die middel van elke tweede werkdag op 'n dag as daardie tydperk langer as drie uur is;

waarin nie van 'n werknemer vereis of hy toegelaat kan word om werk te verrig nie en daardie rus-pouse word as deel van die gewone werkdag gereken.

(5) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal by subartikels (3) en (4), is alle werkure aaneenlopend.

(6) *Oortyd.*—Alle tyd wat bo die getal ure wat ten opsigte van 'n dag of 'n week, soos in subartikels (1) en (2) voorgeskryf, gewerk word, word as oortyd beskou.

(7) *Beperking van oortyd.*—'n Werkgever 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 werkgever van 'n vroulike werknemer kan vereis of haar toelaat om oortyd soos volg te werk nie:—

(i) Op meer as drie agtereenvolgende dae;

(ii) op meer as sestig dae in 'n jaar;

(iii) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy dié werknemer daarvan voor 12-uur middag in kennis gestel het of die werknemer van 'n voldoende maal voorsien het voordat sy met die oortydwerk moet begin of die werknemer 'n bedrag van minstens een sjieling en ses pennies (1s. 6d.) betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(8) *Indiensneming van vroue.*—Geen werkgever mag van 'n vroulike werknemer vereis of haar toelaat om tussen die ure 6 nm. en 6 vm. of op meer as vyf dae in 'n week na 1-uur nm. te werk n.e.

(9) *Betaling vir oortydwerk.*—'n Werkgever 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 besoldiging in artikel 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.

(10) *Etes wat verskaf moet word.*—'n Werkgever 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 sjieling en ses pennies betaal om hom betyds in staat te stel om 'n ete te verkry voor die oortyd moet begin.

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

7. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subartikel (2) moet 'n werkgever sy werknemer ten opsigte van elke jaar diens by hom, dertien agtereenvolgende werkdagse verlof toestaan en daardie werknemer ten opsigte van elke dag daarvan 'n bedrag betaal van minstens die daaglikse besoldiging wat hy onmiddellik voor die aanvang van dié verlof ontvang het.

(2) Die verlof wat in subartikel (1) voorgeskryf word, moet toegestaan word op 'n tyd wat deur die werkgever vasgestel word; met dien verstande dat—

(i) behalwe 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, nóg 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, Dinsdag of Kersdag binne die tydperk van die verlof val, nóg 'n dag as 'n verdere verloftydperk toegevoeg moet word;

(iv) 'n werkgever 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 werkgever en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n dienstydsperk van hoogstens twee agtereenvolgende jare te laat oploop.

(b) 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—

(a) the middle of each first work period in a day;

(b) the middle of each second work period in a day where such period is longer than three hours;

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

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-sections (3) and (4), 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-sections (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit any of his employees to work overtime for more than—

(a) two hours on any one 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) on more than three consecutive days;

(ii) on more than sixty days in any year;

(iii) after completion of her ordinary working hours for more than one hour on any day unless he has given notice thereof to such employee before midday or has provided such employee with an adequate meal before she has to commence overtime or has paid such employee an amount of not less than one shilling and sixpence (1s. 6d.) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(8) *Employment of Females.*—No employer shall require or permit a female employee to work between the hours of 6 p.m. and 6 a.m., or after 1 p.m. on more than five days in any week.

(9) *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 remuneration prescribed in section 4 (1) for an employee of his class and area; 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.

(10) *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.

(11) *Savings.*—The provisions of this section shall not apply to a traveller, traveller's driver or a night watchman, and the provisions of sub-sections (3), (4), (5) and (7) shall not apply to a male 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-section (2), an employer shall grant to his employee in respect of each completed year of employment with him, leave for thirteen consecutive working days, and shall in the respect of each day thereof pay to such employee an amount not less than one-fifth of the weekly remuneration which he is receiving immediately before the commencement of such leave.

(2) The leave referred to in sub-section (1) 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, 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) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof wat in subartikel (1) 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 subartikel (1) van hierdie artikel voorgeskryf word, opgehoop het, moet, behalwe soos bepaal in subartikel (2) van hierdie artikel, by dié beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens een-twaalfde van die bedrag waartoe hy vir 13 dae jaarlikse verlof geregtig sou gewees het bereken in dié geval teen die weeklikse besoldiging wat hy onmiddellik voor die datum van die beëindiging ontvang het, betaal word.

(5) 'n Werknemer wat tot 'n tydperk van verlof kragtens subartikel (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 subartikels (1) en (4) van hierdie artikel voorgeskryf word.

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

- (a) met verlof kragtens subartikel (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 werkgewer van sy werk afwesig is;
- (d) met siekteverlof kragtens artikel 8 afwesig is;

en gereken moet word dat dit begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het tot verlof kragtens 'n wet, geregtig geword het, van die datum af waarop die werknemer laas tot verlof kragtens dié wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie 'n wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge die bepalinge daarvan tot verlof geregtig geword het nie, van die datum af waarop die diens begin het;
- (iii) in die geval van alle ander werknemers, van die datum af, waarop hy by sy werkgewer in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

8. SIEKTEVERLOF.

(1) 'n Werknemer moet aan sy werknemer wat na drie maande diens by hom van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesame twee-en-negentig werkure siekteverlof in 'n jaar diens by hom toestaan, en moet hom ten opsigte van elke uur daarvan 'n bedrag betaal van minstens een-ses-en-veertigste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het: met dien verstande dat die werkgewer kan eis dat, ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, aan hom 'n sertifikaat, wat deur 'n geregistreerde geneesheer onderteken is, voorgelê word wat die aard en duur van die werknemer se siekte vermeld waarvoor betaling geëis word.

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

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer, behalwe 'n nagwag, het reg tot en moet verlof toegestaan word, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag, en moet ten opsigte van so'n dag minstens 'n weeklikse besoldiging in artikel 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 enigiën van dié dae te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) Ingeval 'n werknemer, behalwe 'n los arbeider, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die weeklikse besoldiging in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, dié weeklikse besoldiging gedeel deur 45.

(b) Ingeval 'n los arbeider op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die daaglikse besoldiging, vir 'n los arbeider in artikel 4 (1) voorgeskryf, betaal, plus vir elke uur wat aldus gewerk word, dié loon gedeel deur nege.

(3) *Betaling vir werk op Sondag*.—Ingeval 'n werknemer, behalwe 'n los arbeider, op Sondag werk, moet sy werkgewer hom of—

- (a) minstens die weeklikse besoldiging, in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½, betaal; of
- (b) minstens 1½-maal die weeklikse besoldiging, in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45 betaal vir elke uur of gedeelte van 'n uur aldus gewerk en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weeklikse besoldiging in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal.

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

(4) An employee whose contract of employment terminates in the first of any subsequent year of employment with the same employer before the period of leave referred to in sub-section (1) of this section has accrued, shall, save as provided in the fourth proviso of sub-section (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 twelfth of the amount to which he would be entitled for 13 days' Annual Leave, calculated in this case at a weekly rate of remuneration, 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-section (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 amounts referred to in sub-sections (1) and (4) of this section.

(6) For the purposes of this section 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-section (1);
- (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 section 8,

and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave, under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with the same employer, who is absent from work through sickness or accident not caused by his own misconduct other than an accident for which compensation is payable under the Workmen's Compensation Act, 1941, ten work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each such day one-fifth of the weekly remuneration which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

(2) For the purpose of this section the expression “employment” shall have the same meaning as in section 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee other than a casual labourer or night watchman works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than the weekly remuneration prescribed in section 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 remuneration divided by forty-five.

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

(3) *Payment for Work on Sundays*.—Whenever an employee other than a casual labourer or a night watchman, work on a Sunday, his employer shall either:—

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

(4) *Los arbeider.*—Ingeval 'n arbeider op Sondag werk, moet sy werkgever hom dubbel die loon, in artikel 4 (1) (b) vir 'n los arbeider voorgeskryf, gedeel deur nege, betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word.

10. GETALLEVERHOUDING.

- (1) 'n Werkgever mag geen—
- (a) assistent-voorman, assistent-voervrou of 'n ongekwalifiseerde klerklike werknemer in diens neem nie, tensy hy onderskeidelik 'n voorman, voervrou of gekwalifiseerde klerklike werknemer in diens het;
- (b) ongekwalifiseerde lekkergoedmaker in diens neem nie, tensy hy een gekwalifiseerde lekkergoedmaker in diens het;
- (c) algemene werker teen 'n weeklikse besoldiging van minder as die besoldiging voorgeskryf by artikel 4 (1) vir 'n algemene werker met 15 maande ervaring in diens neem nie, tensy hy een algemene werker in diens het teen 'n besoldiging van minstens die besoldiging voorgeskryf vir 'n algemene werker met 15 maande ervaring;
- en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, en vir elke algemene werker wat minstens die besoldiging vir 'n algemene werker met 15 maande ervaring ontvang, hoogstens een algemene werker teen minder as die besoldiging voorgeskryf vir 'n algemene werker met 15 maande ervaring, in diens hê; met dien verstande dat—
- (i) 'n werkgever wat uitsluitlik of hoofsaaklik self die werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, na gelang van die geval, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerklike werknemer gereken kan word;
- (ii) vir die doel van hierdie klousule, 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker wat minstens die besoldiging ontvang wat in artikel 4 (1), na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker voorgeskryf word, onderskeidelik as 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker gereken kan word.

11. STUKWERK.

- (1) 'n Werknemer in diens op stukwerk vir 'n tyd moet die volle bedrag betaal word wat deur hom kragtens die stukwerkskaal verdien word waaroor hy en sy werkgever ooreengekom het; met dien verstande dat ongeag die hoeveelheid stukwerk gedoen, die werknemer ten opsigte van daardie tydperk minstens die besoldiging betaal moet word wat aan hom verskuldig sou gewees het, as hy gedurende daardie tyd as 'n tydwerker in diens was, plus 15 persent.
- (2) 'n Werkgever moet 'n staat van die stukwerkskaal, genoem in subartikel (1) op 'n opvallende plek in sy inrigting opgeplak hou en hy mag dié skale nie verander nie, tensy hy minstens twee weke kennis van die voorgename wysiging aan sy werknemer gegee het.

12. LOGBOEK.

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

Daaglikse log.

Naam van werkgever.....
 Naam van bestuurder.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal gewone werkure.....
 Getal oortydure gewerk.....
 Etenstye van.....vm./nm. fot.....vm./nm.
 Onklaarrakings, ongevalle en/of ander vertragsins.....

Handtekening van bestuurder.

- (2) Elke bestuurder aan wie die logboek wat in subartikel (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 inruil en binne tien 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 kosteloos aan elkeen van sy werknemers 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 dit bly die werkgever se eiendom.
- (2) Alle oorpakke moet vir rekening van die werkgever gewas en gestryk word.
- (3) Die bepalings van hierdie artikel is nie op 'n klerklike werknemer of op 'n handelsreisiger van toepassing nie.

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

10. PROPORTION OR RATIO.

- (1) An employer shall not employ—
- (a) an assistant foreman, assistant forewoman, or an unqualified clerical employee, unless he has in his employ a foreman, forewoman or qualified clerical employee respectively;
- (b) an unqualified sweetmaker, unless he has in his employ one qualified sweetmaker;
- (c) a general worker at a weekly remuneration of less than the remuneration prescribed in section 4 (1) for a general worker with 15 months' experience, unless he has in his employ one general worker at a remuneration of not less than the remuneration prescribed for a general worker with 15 months' experience;

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 the remuneration prescribed for a general worker with 15 months' experience, not more than one general worker at less than the remuneration prescribed for a general worker with 15 months' experience, may be employed; provided that—

- (i) an employee 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 remuneration prescribed in section 4 (1) for a qualified clerical employee or sweetmaker as the case may be, may be deemed to be a qualified clerical employee or sweetmaker, respectively.

11. PIECEWORK.

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

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

12. LOG BOOK.

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

Daily Log.

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

Signature of driver.

- (2) Every driver upon being provided with the log book referred to in sub-section (1) 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 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 section shall not apply to a clerical employee or a traveller.

14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

'n Werkgewer mag geen persoon onder 15 jaar in diens hê nie.

15. DIENSSERTIFIKAAT.

Die werkgewer moet by beëindiging van die dienskontrak van enigiens van sy werknemers, behalwe 'n los arbeider, aan daardie werknemer 'n dienssertifikaat uitreik wat die name van die werkgewer 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.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer 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 weeklikse besoldiging 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—

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

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

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoud van subartikel (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 subartikel (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 artikel 7 of met siekteverlof kragtens artikel 8 gegee kan word nie.

17. UITGAWES VAN DIE RAAD.

Ter bestryding van die Raad se uitgawes, moet elke werkgewer 4d. per week van die verdienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag binne een week nadat die bedrae van die werknemers ingevorder is, aan die Sekretaris van die Raad, Posbus 27, Oos-Londen, stuur.

18. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigiens van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling ten opsigte van vroue van die bepalings van artikel 6 (1) van hierdie Ooreenkoms verleen mag word nie, behalwe vir die doel om vroulike werknemers toe te laat om werk te doen wat deur nood veroorsaak word of wat nodig is om die verlies van grondstowwe te voorkom wat onder prosesbewerking is en onderhewig is aan vinnige ontbinding.

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

(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 bewaar en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Oos-Londen stuur;

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

19. TOEPASSING VAN OOREENKOMS.

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

20. AGENTE.

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

14. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

An employer shall not employ any person under the age of 15 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 employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

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 intension to terminate the contract of employment, or an employer shall pay in lieu thereof not less than the weekly remuneration which the employee was receiving immediately before the date of such termination; provided that this shall not affect:—

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

(ii) any written agreement between an employer and 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-section (1) the payment by an employer in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-section (1) of this section shall take effect from the day on which it is given; provided that no such notice shall be given while the employee is absent on annual leave in terms of section 7, or sick leave in terms of section 8.

17. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council, each employer shall deduct the sum of 4d. every fourth week from the earnings of each of his employees. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 27, East London, within one week after having collected the amounts from the employees.

18. 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 exemption shall be granted in respect of females from the provision to section 6 (1) of this Agreement, except for the purpose of allowing female employees to perform work necessitated by an emergency or which is necessary to prevent the loss of raw material in the course of treatment which is 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 names of the persons 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, East London;

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

19. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of the employers and employees.

20. AGENTS.

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

21. VERTONING VAN OOREENKOMS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

Elke werkgever moet aan enigeen van sy werknemers wat verteenwoordigers op die Raad is, alle redelike geriewe verleen om hulle aandag aan hulle pligte in verband met die werk van die Raad te wy.

23. AFTREKORDERS.

Op die skriftelike versoek van sy werknemer moet 'n werkgever van die werknemers se loon die ledegeld aftrek wat kragtens die vakvereniging se reglement aan die Sweet Workers' Union verskuldig is en die volle bedrag, aldus afgetrek, aan die betrokke vakvereniging stuur.

Namens die partye hede die nege-en-twintigste dag van Mei 1951 in Oos-Londen geteken.

J. PARKIN,
Voorsitter van die Raad.

J. W. BUSH,
Ondervoorsitter van die Raad.

G. C. POTGIETER,
Sekretaris van die Raad.

★ No. 2404.]

[14 September 1951.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, Oos-Londen, bekendgemaak by Goewermments-kennisgewing No. 2403 van 14 September 1951 vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

21. EXHIBITION OF AGREEMENT.

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

22. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

23. STOP ORDERS.

An employer shall upon written request of his employee, deduct from his employee's wages the subscriptions payable to the Sweet Workers' Union in terms of the Union's Constitution and shall forward the full amount so deducted to the Trade Union concerned.

Signed at East London, as authorised for and on behalf of the parties, on this 29th day of May, 1951.

J. PARKIN,
Chairman of the Council.

J. W. BUSH,
Vice-chairman of the Council.

G. C. POTGIETER,
Secretary of the Council.

★ No. 2404.]

[14 September 1951.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

SWEET MANUFACTURING INDUSTRY, EAST
LONDON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweet Manufacturing Industry, East London, published under Government Notice No. 2403 of 14 September 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.