



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

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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.*

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1867.] [15 Augustus 1952.]

NYWERHEID-VERSOENINGSWET, 1937.

BESKUITVERVAARDIGINGSNYWERHEID.—
UNIE VAN SUID-AFRIKA.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Beskuitvervaardigingsnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat op die 16de dag van Oktober 1953 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig op die 16de dag van Oktober 1953, die bepalings vervat in klousules 3 tot en met 20 en 23 van genoemde Ooreenkoms bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 9, 11 tot en met 15 en 17, 19, 20 en 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat op die 16de dag van Oktober 1952 eindig, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1867.] [15 August 1952.]

INDUSTRIAL CONCILIATION ACT, 1937.

BISCUIT MANUFACTURING INDUSTRY.—UNION
OF SOUTH AFRICA.

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 Biscuit Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 16th day of October, 1953, upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that from the second Monday after the date of publication of this notice and for the period ending the 16th day of October, 1953, the provisions contained in clauses 3 to 20 (inclusive) and 23 of the said Agreement shall be binding upon the other employers and employees engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the second Monday after the date of publication of this notice, and for the period ending the 16th day of October, 1953, the provisions contained in clauses 3 to 9 (inclusive), 11 to 15 (inclusive) and 17, 19, 20 and 23 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee," contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE BESKUIT-
VERVAARDIGINGSNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

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

„National Association of Biscuit Manufacturers of South Africa”

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

„National Union of Operative Biscuit Makers and Packers of South Africa”

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

wat die partye is by die Nasionale Nywerheidsraad vir die Biskuitvervaardigingsnywerheid van Suid-Afrika.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Unie van Suid-Afrika nagekom word deur alle lede van die werkgewers-organisasie wat werkgewers is binne die betekenis van die Wet en wat die beskuitvervaardigingsnywerheid uitoefen, en deur alle lede van die vakvereniging wat werknemers is binne die betekenis van die Wet en wat in daardie nywerheid in diens is en vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet bepaal word en bly twee jaar van krag vir 'n tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alie uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet, is ook elke wysing van dié wet inbegrepe, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; voorts, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„assistent-deegroller”, 'n werknemer wat 'n deegroller help met die uitrol van stywe en slap deeg en deeg vir roombeskuitjies, maar wat nie die roller hanteer nie;

„assistent-oondman”, 'n werknemer wat 'n oondman help met hand- of halfmeganiese oonde;

„assistent-versendingsverpakker”, 'n werknemer wat, in verband met die versending van goedere, onder regstreekse toetsing van 'n voorman-versendingsverpakker werk;

„assistent-magasynmeester”, 'n werknemer, behalwe 'n arbeider, wat onder regstreekse toetsing van die magasynmeester werk en wat gemagtig is om, wanneer 'n bewerkingsafdeling dit nodig het, materiaal of bestanddele aan daardie afdeling uit te reik;

„beskuitsny- en embosseermasjienbediener”, 'n werknemer wat belas is met die werking van 'n beskuitsny- en embosseermasjien;

„beskuitvervaardigingsnywerheid”, die vervaardiging van beskuitjies, wafels, matzos, koek en Kerspoedings met die hand of met 'n masjien;

„beskuit”, ook wafels, roomswafels, honde- en/of jonghondebeskuit en matzos;

„beskuitbakker”, elke persoon wat, na vyf jaar praktiese ervaring van beskuitvervaardiging, behalwe as leerling, onder regstreekse toetsing van 'n voorman-beskuitbakker, handgemaakte beskuit meng, spuit, sny, uitsteek, in die pan sit en bak;

„ketelbediener”, 'n werknemer in diens om 'n stoomketel te stook en die waterstand en stoomdruk van stoomketels op peil te hou;

„deegroller”, 'n werknemer, behalwe 'n beskuitbakker, wat toetsing hou oor die masjinerie vir die uitrol van stywe en slap deeg en deeg vir roombeskuitjies, en dit bedien;

„onderbaas”—in die afdeling maak of herstel van blikke—'n werknemer met toetsing oor werknemers in diens in, of in verband met maak of herstel van blikke, en wat stempels kan verwissel of masjiene kan regstel;

in die beskuitverpakingsafdeling—'n werknemer wat gemagtig is om, onder toetsing van 'n voorman of voorvrou, in bevel te wees van, of toetsing te hou oor 'n groep verpakkers, en wat die tydstaat en presensieregister invul, en wat ook kan verpak;

„klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander soorte klerklike werk verrig en sluit 'n versendingsklerk en 'n kassier in;

„Raad”, die Nasionale Nywerheidsraad vir die Beskuitvervaardigingsnywerheid van Suid-Afrika, wat kragtens artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en wat beskou word dat dit kragtens die Nywerheid-versoeningswet, 1937, geregistreer is;

„dagloon”, die weekloon wat in hierdie Ooreenkoms voorgeskryf word, gedeel deur 5 of 5½ volgens die betrokke bedryf;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE BISCUIT
MANUFACTURING INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

National Association of Biscuit Manufacturers of South Africa (hereinafter referred to as “the employers” or “the employers' organisation”), of the one part, and the

National Union of Operative Biscuit Makers and Packers of South Africa

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

being the parties to the National Industrial Council for the Biscuit Manufacturing Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Union of South Africa by all members of the employers' organisation who are employers within the meaning of the Act, and who are engaged in the Biscuit Manufacturing Industry, and by all members of the trade union who are employees within the meaning of the Act, and who are employed in that industry and for whom wages are prescribed in section 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937;

“assistant brakesman” means an employee who does not operate the brake but who assists the brakesman in braking hard and soft doughs and cream-cracker dough;

“assistant ovenman” means an employee who assists the ovenman in the working of hand or peel ovens;

“assistant despatch packer” means an employee who works at the despatch of goods under the direct supervision of a foreman despatch packer;

“assistant storeman” means an employee, other than a labourer, who works under the direct supervision of the storeman and who is authorised upon the requisition of any processing department to issue any materials or ingredients to that department;

“biscuit cutting and embossing machine operator” means an employee who is in charge of the operation of a biscuit cutting and embossing machine;

“Biscuit Manufacturing Industry” means the manufacture of biscuits, wafers, matzos, cakes and Christmas puddings by hand or machine;

“biscuits” include wafers, ice-cream wafers, dog and/or puppy biscuits and matzos;

“biscuit baker” means any person who, after five years' practical experience in biscuit baking, other than as a learner, under the direct supervision of a foreman biscuit baker, mixes, drops, cuts, pins, pans and bakes off hand-made biscuits;

“boiler attendant” means an employee engaged in firing and maintaining the water level and steam pressure of boilers;

“brakesman” means an employee, other than a biscuit baker, who is in charge of, and works the machinery necessary in the braking of hard and soft doughs and cream-cracker dough;

“chargehand” means—
in the tin making or repairing department, an employee who is in charge of employees employed in or in connection with tin making or repairing of tins and who may change dies or set up machines;

in the biscuit packing department, an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or foremistress, and who marks the time-sheet and attendance register, and who may also do packing;

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

“Council” means the National Industrial Council for the Biscuit Manufacturing Industry of South Africa, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1937;

“daily wage” means the weekly wage prescribed in the Agreement divided by five or five and a half according to the occupation concerned;

„voertuigbestuurder”, ’n werknemer wat belas is met toesig oor voertuie wat vir die aflewering van die produkte van ’n inrigting gebruik word;

„diens”, die totale dienstyd van ’n werknemer in die beskuittvervaardigingsnwyerheid;

„inrigting”, elke plek waar een of meer werknemers by die beskuittvervaardigingsnwyerheid in diens is;

„fabriekwerksman”, ’n werknemer wat een of meer van onderstaande werksaamhede verrig: beskuitt in panne sit, kersies, suiker, amandels of enige ander versiersels opsit, bestanddele skoonmaak en sif, deeg voer aan beskuittmasjiene of deegmengers, panne en vorms smeer, panne in meganiese oonde sit en daaruit verwyder, en grondstowwe in die vervaardigingsproses hanteer;

„voorman” of „-voornrou”, ’n werknemer wat beslas is met toesig oor die verpakkingsafdeling;

„voorman-beskuittbakker”, ’n beskuittbakker van beskuitt wat of met die masjiene of die hand gemaak word, wat volledige toesig hou oor alle vervaardiging;

„voorman-versendingsverpakker”, ’n werknemer in beheer oor die versending van goedere;

„uurloon”, die weekloon wat in hierdie Ooreenkoms voorgeskryf word, gedeel deur vier-en-veertig;

„jeugdige”, ’n werknemer wat nog nie een-en-twintig jaar oud is nie;

„arbeider”, ’n werknemer, wat persele uitvee, gerei was, materiaal of gerei in die fabriek of verpakkingsafdelings dra, installasie olie of skoonmaak, of werksaam in enige vorm van dra of stapel in die fabriek, botterpapier van botterponde afhaal, blikke was en etikette daarvan verwyder en enige ander werk waarvoor geen voorsiening gemaak is nie;

„plaaslike komitee”, ’n plaaslike komitee wat kragtens die konstitusie van die Raad aangestel is;

„valmesbediener”, ’n werknemer wat ’n kragvalmes bedien wat papier sny;

„masjienebediener”, ’n werknemer wat verantwoordelik is vir ’n sjokolade-omsulmasjiene of ’n meganiese biskuitroommasjiene;

„nagskof”, ’n werkskof wat geheel of vir die grootste gedeelte tussen die ure 6 nm. en 6 vm. val en deur die werkgewer gespesifiseer is soos bepaal in die voorbehoudsbepalings by artikel 4 (1) van hierdie Ooreenkoms;

„oondman”, ’n werknemer wat ’n meganiese, halfmeganiese of ’n handoond vir die bak van beskuitt bedien en wat onder toesig en beheer van ’n voorman-beskuittbakker werk;

„verpakker”, ’n werknemer in die verpakkingsafdeling in diens vir toedraai, verpakking, aansit van room of weeg van beskuitt, wafels, matzos, koek of Kerspoedings en vir die aanbring van etikette en uitvoer van blikke in die verpakkingsafdeling;

„korttyd”, die tyd wat werklik in ’n inrigting gewerk word wanneer sodanige tyd korter as die gewone werkdag in daardie inrigting is;

„magasynmeester”, ’n werknemer wat in beheer is oor al die grondstowwe en wat materiaal aan die bakhuis uitreik;

„handelsreisiger”, ’n manlike werknemer wat as die reisende verteenwoordiger van ’n handelsinrigting namens sodanige inrigting bestellings vra, werf of aanneem van behoorlik gelisensieerde handelaars en/of ander persone vir verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir die gebruik of verbruik deur sodanige handelaars of ander persone;

„gewone werkdag”, die ure, met uitsondering van etenstye, tussen die ure waarop die werk in inrigtings begin en eindig en wat vasgestel is soos bepaal in artikel 7 (3) van hierdie Ooreenkoms;

„week”, met betrekking tot elke werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val.

4. LONE.

(1) Ondervermelde minimum lone moet weekliks aan ondergenoemde klasse werknemers betaal word:—

	Per week.		
	£	s.	d.
(a) (i) Voorman-beskuittbakker	7	14	0
(ii) Beskuittbakker	6	12	0
(b) Deegroller of oondman—			
Eerste diensjaar	3	11	0
Tweede diensjaar	4	2	0
Derde diensjaar	4	15	2
Daarna	5	10	0
(c) Assistent-deegroller	2	15	0
L.W.—As en wanneer ’n deegroller van sy werk afwesig is weens siekte of om ’n ander rede, moet die assistent-deegroller daardie werknemer se werk verrig, en moet hy vir die tyd wat hy aldus werksaam is, betaal word teen die skaal genoem in subartikel 1 (b) van hierdie artikel vir ’n deegroller in die eerste diensjaar.			
(d) Assistent-oondman	2	15	0
(e) Beskuittsny- en enbosseermasjienebediener	5	10	0

„driver” means an employee who has charge of vehicles used for the delivery of the products of an establishment;

„employment” means the total period of service an employee has had in the Biscuit Manufacturing Industry;

„establishment” means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry;

„factory operative” means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds, or any other ornamentations, cleaning and sifting ingredients, feeding the dough on biscuit machines or dough mixers, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process;

„foreman” or „foremistress” means an employee who is in charge of the packing department;

„foreman biscuit baker” means a biscuit baker either of machine or hand-made biscuits, who takes full control of all manufactured operations;

„foreman despatch packer” means an employee who is in charge of the despatch of goods;

„hourly rate” means the weekly wage prescribed in this Agreement divided by forty-four;

„juvenile” means an employee under the age of twenty-one years;

„labourer” means an employee engaged in sweeping, washing utensils, carrying materials or utensils in the factory or packing departments, oiling or cleaning plant or engaged in any form of carrying or stacking in the factory, unwrapping pats of butter, washing and delabelling tins, and any other labour not provided for;

„local committee” means a local committee appointed in terms of the constitution of the Council;

„guillotine machine operator” means an employee employed on operating a power-driven guillotine paper-cutting machine;

„machine hand” means an employee who is in charge of a mechanical chocolate enrobing machine or a mechanical biscuit creaming machine;

„night shift” means a shift of work, the whole or major portion of which falls between the hours of 6 p.m. and 6 a.m. and is specified by the employer as provided for in the proviso to section 4 (1) of this Agreement;

„ovensman” means an employee who is in charge of any kind of mechanical, peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;

„packer” means an employee employed in the packing department in wrapping, packing, creaming or weighing biscuits, wafers, matzos, cakes or Christmas puddings, and in labelling and lining tins;

„short time” means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;

„storeman” means an employee who is in charge of all raw materials and who issues supplies at the bake-house;

„traveller” means a male employee, who as the travelling representative of a trading establishment, on behalf of such establishment invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods resale and/or for the use of or consumption by such traders or other persons;

„usual working hours” means the hours, excluding meal times, between the starting and closing times of establishments, such times being fixed as provided in section 7 (3) of this Agreement;

„week” means in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls.

4. WAGES.

(1) The minimum wages that shall be paid per week to the undermentioned classes of employees shall be as follows:—

	Per Week.		
	£	s.	d.
(a) (i) Foreman biscuit baker	7	14	0
(ii) Biscuit baker	6	12	0
(b) Brakesman or ovensman:—			
First year of employment	3	11	0
Second year of employment	4	2	0
Third year of employment	4	15	2
Thereafter	5	10	0
(c) Assistant brakesman	2	15	0
N.B.—If and when the brakesman is absent from his work through illness or other cause the assistant brakesman shall perform that employee's work and shall be paid during the time that he is so employed at the rate specified in sub-section (1) (b) of this section for a brakesman in the first year of employment.			
(d) Assistant ovensman	2	15	0
(e) Biscuit cutting and embossing machine operator	5	10	0

	Per week. £ s. d.
(f) Verpakker— Een-derde van die manlike of vroulike verpakkers in 'n inrigting moet teen die skaal van 46s. per week betaal word, en die ander tweederdes moet teen 'n standaar skaal wat begin op 27s. 6d. per week met verhoging tot 36s. 8d. per week oor 'n tydperk van twee jaar soos hieronder genoem, betaal word en moontlike vakatures moet gevul word deur 'n persoon met die volgende langste dienstrydperk:— Eerste twaalf maande diens 1 7 6 Derde ses maande diens 1 11 0 Vierde ses maande diens 1 16 8 Daarna moet sodanige werknemers bevorder word na die hoogste graad teen 46s. per week na gelang daar vakatures ontstaan; met dien verstande dat 'n werknemer wat nie binne ses maande na voltooiing van sy vierde ses maande diens verhoog is nie, 'n loon van minstens 38s. 6d. per week betaal moet word totdat hy verhoging kry:— Onderbaas-verpakker 3 5 0	
(g) Fabriekswerksman (gedurende die leertyd):— Eerste twaalf maande diens 1 7 6 Derde ses maande diens 1 13 0 Vierde ses maande diens 1 18 6 Daarna 2 4 0 L.W.—Aan werknemers wat na voltooiing van hul leertyd werk verrig waarvoor hoër minimum lone as 44s. per week voorgeskryf word, moet minstens sodanige hoër lone betaal word. (h) Voorman 6 12 0 (i) Voorvrou 4 19 0 (j) (i) Hoofmagasynmeester 5 10 0 (ii) Assistent-magasynmeester 3 7 6 (k) (i) Hoof- of voroman-versendingsverpakker 6 12 0 (ii) Assistent-versendingsverpakker 3 0 0 (l) Voertuigbestuurders en aflewingsbediendes:— (i) Motorvoertuigbestuurders 5 0 0 (ii) Perdevoertuig- en ander voertuigbestuurders 3 0 6 (iii) Aflewingsbediendes op fietse, motor-, perde- en ander voertuie 1 13 0 (m) Arbeiders 1 13 0 (n) Afdeling maak en herstel van blikke:— (i) Onderbaas 5 10 0 (ii) Werknemers wat blikke maak of herstel, nie elders genoem nie:— Eerste ses maande diens 1 13 0 Daarna 2 8 4 (o) Valmesbediener 3 0 0 Masjienbediener 2 15 0 Ketelbediener 2 4 0 Wag 2 4 0 (p) Alle ander werknemers wat nie in (a) tot (s) genoem word nie 1 13 0	
	Per maand. £ s. d.
(q) Handelsreisiger:— Eerste ses maande diens 25 0 0 Tweede ses maande diens 27 10 0 Derde ses maande diens 30 0 0 Vierde ses maande diens 32 10 0 Vyfde ses maande diens 35 0 0 Sesde ses maande diens 37 10 0 Sewende ses maande diens 40 0 0 Agste ses maande diens 42 10 0 Daarna 45 0 0 (r) Klerklike werknemers:— Manlik. Eerste jaar ervaring 7 10 0 Tweede jaar ervaring 10 10 0 Derde jaar ervaring 14 0 0 Vierde jaar ervaring 17 10 0 Vyfde jaar ervaring 21 0 0 Sesde jaar ervaring 24 0 0 Sewende jaar ervaring 25 10 0 Agste jaar ervaring 27 0 0 Daarna 28 10 0 Vroulik. Eerste jaar ervaring 7 10 0 Tweede jaar ervaring 8 10 0 Derde jaar ervaring 10 10 0 Vierde jaar ervaring 12 0 0 Vyfde jaar ervaring 14 10 0 Daarna 15 10 0 (s) Vakmanne.—Aan vakmanne in ingenieurswerk, elektrotegniese ingenieurswerk, motor- of bouwerk in die beskuiter-vervaardigingsnywerheid, moet die werkgever 'n basiese loon betaal wat vir die werknemer nie minder gunstig is nie as die basiese loon voorgeskryf in 'n loonreëlingsdokument van toepassing op dieselfde gebied vir 'n werknemer wat, na gelang van die geval, dieselfde soort werk verrig in die yster-, staal-, ingenieurs- en metallurgiese nywerhede, die elektrotegniese ingenieursnywerheid, die motornywerheid of die bounywerheid; met dien verstande dat as daar gedurende die termyn van hierdie	

(f) Packer:—

One-third of the male or female packers in any establishment shall be paid at the rate of 46s. per week and the other two-thirds shall be paid at a flat rate commencing at 27s. 6d. per week to be increased to 36s. 8d. per week over a period of two years as under, such vacancies to be filled by a person having the next longest period of service:—

First twelve months of employment	1 7 6
Third six months of employment	1 11 0
Fourth six months of employment	1 16 8

Thereafter such employees to be promoted to the top grade at 46s. per week as vacancies occur, provided that an employee who is not promoted within six months after completing his fourth six months of employment, shall be paid a wage of not less than £1. 18s. 6d. per week until promoted.

Chargehand packer	3 5 0
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(g) Factory operative (during period of learnership):—

First twelve months of employment	1 7 6
Third six months of employment	1 13 0
Fourth six months of employment	1 18 6
Thereafter	2 4 0

N.B.—Employees on completion of their period of learnership, shall, if employed on work for which higher minimum wages than 44s. per week are prescribed, be paid not less than such higher wages.

(h) Foreman	6 12 0
(i) Foremistress	4 19 0
(j) (i) Chief storeman	5 10 0
(ii) Assistant storeman	3 7 6
(k) (i) Chief or foreman despatch packer	6 12 0
(ii) Assistant despatch packer	3 0 0
(l) Drivers of vehicles and delivery assistants:— (i) Drivers of motor vehicles	5 0 0
(ii) Drivers of horse-drawn and other vehicles	3 0 6
(iii) Delivery assistants on bicycles, motor, horse-drawn and other vehicles	1 13 0
(m) Labourers	1 13 0
(n) Tin-making and repairing department:— (i) Chargehand	5 10 0
(ii) Employees engaged in tin-making or repairing not elsewhere specified:— First six months of employment	1 13 0
Thereafter	2 8 4
(o) Guillotine machine operator	3 0 0
Machine hand	2 15 0
Boiler attendant	2 4 0
Watchman	2 4 0
(p) All other employees not provided for in (a) to (s)	1 13 0
(q) Traveller:—	

	Per month. £ s. d.
First six months of employment	25 0 0
Second six months of employment	27 10 0
Third six months of employment	30 0 0
Fourth six months of employment	32 10 0
Fifth six months of employment	35 0 0
Sixth six months of employment	37 10 0
Seventh six months of employment	40 0 0
Eighth six months of employment	42 10 0
Thereafter	45 0 0

(r) Clerical employees:—

Male.

First year of experience	7 10 0
Second year of experience	10 10 0
Third year of experience	14 0 0
Fourth year of experience	17 10 0
Fifth year of experience	21 0 0
Sixth year of experience	24 0 0
Seventh year of experience	25 10 0
Eighth year of experience	27 0 0
Thereafter	28 10 0

Female.

First year of experience	7 10 0
Second year of experience	8 10 0
Third year of experience	10 10 0
Fourth year of experience	12 0 0
Fifth year of experience	14 10 0
Thereafter	15 10 0

(s) Artisans.—In respect of artisans engaged in engineering, electrical engineering, motor or building work in the Biscuit Manufacturing Industry, the employer shall pay a basic wage which is not less favourable to the employee than the basic wage prescribed in any wage regulating instrument applicable to the same area for an employee doing the same class of work in the iron, steel, engineering and metallurgical industries, the electrical engineering industry, the motor industry or the building industry, as

Ooreenkoms nie ten opsigte van die voornoemde nywerhede 'n loonreelingsdokument van krag is nie; die werkgever moet voortgaan met nakoming van die bepalings van die jongste maatregel wat op die gebied van toepassing was en wanneer daar nie so 'n maatregel in daardie gebied van toepassing was nie, moet die bepalings van enige maatregel met betrekking tot die gebied wat die naaste aan die werkgever se besigheidsplek geleë is, nagekom word.

- (i) 'n Werknemer wat nagskof werk, moet gedurende die tydperk wat hy nagskof werk, 'n ekstra 15 persent op sy gewone loon betaal word.

Elke werknemer wat nagskofwerk doen en wat verplig is om oortyd te werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk, die oortydskaal wat kragtens artikel 8 van hierdie Ooreenkoms betaalbaar is, op die loon betaal word wat hy verdien terwyl hy nagskof werk.

Elke werkgever moet besluit hoe laat die nagskof in sy inrigting moet begin en moet op 'n plek, maklik toeganklik vir al sy werknemers, 'n kennisgewing vertoon wat die aanvangstyd vermeld.

(2) *Lewenskostoelae.*—(i) Aan alle werknemers, behalwe handelsreisigers, moet 'n lewenskostoelae betaal word van 60 persent van die loon en gewone toelae (behalwe oortyd- en ekstra verdienste vir nagskofwerk) wat deur die werknemer verdien word, ongeag of daardie loon hoër is as die loon wat in hierdie Ooreenkoms voorgeskryf word.

(ii) Die lewenskostoelae wat in hierdie subartikel voorgeskryf word, sluit die toelae in wat kragtens Oorlogsmaatregel No. 43 van 1942, soos gewysig, betaalbaar is; met dien verstande dat wanneer die toelae wat kragtens hierdie artikel betaalbaar is, minder is as die toelae voorgeskryf in die genoemde Oorlogsmaatregel, laasgenoemde toelae betaalbaar is. Die lewenskostoelae vir handelsreisigers is die toelae wat kragtens Oorlogsmaatregel No. 43 van 1942, soos gewysig, betaalbaar is.

(iii) Nieteenstaande die bepalings van artikel 5 (1) mag geen korting van die lewenskostoelae wat kragtens hierdie artikel betaalbaar is, gemaak word nie; met dien verstande dat wanneer daar kragtens hierdie Ooreenkoms, behalwe artikel 5 (1), of 'n wet, 'n korting van die loon toegestaan is vir 'n tydperk wat 'n werknemer in gebreke bly om die voorwaardes van sy dienskontrak na te kom, behalwe weens siekte, soos bepaal in artikel 10 van hierdie Ooreenkoms, ten opsigte van dieselfde tydperk, 'n *pro rata* korting van die lewenskostoelae afgetrek kan word.

(3) Niks in hierdie Ooreenkoms kan lone wat vir werknemers gunstiger is as dié wat in hierdie Ooreenkoms vervat is, verlaag nie.

(4) *Differensiële loon.*—Aan 'n werknemer wat op 'n dag werk verrig wat onder twee of meer artikels of subartikels val, moet vir al die ure wat op daardie dag gewerk word, betaal word teen die skaal in die artikels of subartikels voorgeskryf vir werk wat deur hom verrig is waarvoor die hoër of hoogste lone betaalbaar is.

5. KORTTYD.

(1) 'n Werkgever kan, ondanks enige teenstrydige bepaling van hierdie Ooreenkoms, en onderworpe aan die bepalings van subartikel (2) van hierdie artikel, weens werkslapte of weens dringende vereistes van die bedryf, sy werknemers korttyd laat werk en aan hulle in plaas van die voorgeskrewe weeklone, die uurlone betaal vir elke uur of gedeelte van 'n uur wat gewerk word.

(2) 'n Werkgever moet voor die dag waarop hy korttyd wil invoer, die betrokke werknemers daarvan in kennis stel. Elke werknemer wat nie so 'n kennisgewing ontvang nie, is by aanmelding by die inrigting geregtig tot 'n halwe dag se werk of tot 'n minimum betaling van een-helfte van sy dagloon.

6. BETALING VAN VERDIENSTE.

(1) Lone en oortyd moet wekeliks of by diensbeëindiging indien dit voor die gewone betaaldag van die inrigting val, kontant betaal word; met dien verstande dat die werkgever en sy werknemer kan ooreenkom dat besoldiging maandeliks betaal word.

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

(3) Vir skade aan materiaal of kortings van enige aard, behalwe die volgende, kan geen korting van 'n werknemer se loon gemaak word nie:—

- Ingeval 'n werknemer, sonder toedoen van die werkgever, van die werk afwesig is, kan, ten opsigte van die afwesigheid 'n *pro rata* bedrag van die werknemer se loon afgetrek word;
- met skriftelike toestemming van die werknemer, kan 'n werkgever bedrae aftrek vir verlof-, versekerings- of pensioenfondse of siektebystandsfondse, behalwe dié soos bepaal in artikel 10 van hierdie Ooreenkoms;
- bydraes aan die Raadsfondse ingevolge artikel 17 van hierdie Ooreenkoms en aan die siektebystandsfondse ingevolge artikel 10 van hierdie Ooreenkoms;
- met skriftelike toestemming van die werknemer, bydraes aan die vakverenigingsfondse ingevolge artikel 21 van hierdie Ooreenkoms;
- elke bedrag wat 'n werkgever ten behoeve van 'n werknemer betaal en wat hy kragtens 'n wet, ordonansie of regsgeleding verplig of toegelaat is om te betaal.

the case may be. Provided that where there is, during the currency of this agreement, no wage regulating instrument in force in respect of the industries afore-mentioned, the employer shall continue to observe the provisions of the last applicable measure in the area and if no such measure was applicable in that area then the provisions of any measure relating to the area nearest to the employers' place of business shall be observed.

- (i) An employee who works night shift shall be paid his ordinary weekly wage plus 15 per cent. during the period of such night shift.

An employee working night shift who is required to work overtime shall be paid for each hour or part of an hour so worked, the overtime rate applicable under section 8 of this Agreement, on the wage earned whilst working night shift.

Each employer shall decide when the night shift shall commence in his establishment, and shall display in a position readily accessible to all his employees, a notice specifying such time of commencement.

(2) *Cost of Living Allowance.*—(i) All employees, other than commercial travellers, shall, in addition, be paid a cost of living allowance in an amount of 60 per cent. of the wage and regular allowances (exclusive of overtime and extra payment for night shift) earned by such employee and irrespective of whether such wage exceeds the minimum wage prescribed in this agreement.

(ii) The cost of living allowance prescribed in this sub-section includes any allowance payable under War Measure No. 43 of 1942, as amended; provided that where the allowance payable in terms of this section is less than the allowance prescribed in the said War Measure, the latter allowance shall be payable. The cost of living allowance for commercial travellers shall be the allowance payable under War Measure No. 43 of 1942, as amended.

(iii) Notwithstanding the provisions of section 5 (1), no deduction shall be made from the cost of living allowance payable under this section, provided that whenever a deduction from wages is permitted in terms of any provision of this Agreement, other than section 5 (1), or any law, for any period in respect of any failure by an employee to fulfil the terms of his contract of employment, other than because of sickness, as provided for in section 10 of this Agreement, a corresponding *pro rata* deduction may be made from the cost of living allowance in respect of the same period.

(3) Nothing in this Agreement shall operate to reduce any wages more favourable to employees than those contained in this Agreement.

(4) *Differential Rates.*—An employee who is employed any one day on work falling under two or more sections or sub-sections shall be paid for all the hours worked on that day, at the rate prescribed for the sections or sub-sections of work on which he has been employed for which the higher or highest wages are payable.

5. SHORT TIME.

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

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

6. PAYMENT OF EARNINGS.

(1) Wages and overtime shall be paid in cash weekly or on termination of employment if this takes place before the ordinary pay day of the establishment; provided that where the employer and his employee agree, remuneration may be paid monthly.

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

(3) No charge for damage done to material or deductions of any description, other than the following shall be made from or against any employee's wages:—

- Where an employee is absent from work through no fault of the employer, a *pro rata* amount may be deducted from the employee's wages in respect of such absence.
- With the written consent of the employee deductions may be made by an employer for holiday, insurance, or pension funds, or sick benefit funds, other than that provided for in section 10 of this Agreement;
- Contributions to the Council funds in terms of section 17 of this Agreement, and to the sick benefit fund in terms of section 10 of this Agreement.
- With the written consent of the employee, subscriptions to trade union funds in terms of section 21 of this Agreement.
- Any amount paid by an employer compelled or permitted by any law, ordinance, or legal process to make payment on behalf of an employee.

(4) Van geen werknemer kan vereis word om as deel van sy dienskontrak, van die werkgever of by 'n plek deur hom aangewys, kos of huisvesting, of beide, aan te neem of om goedere van die werkgever te koop nie. 'n Werknemer wat toegelaat word om goedere van die werkgever te koop, mag daarvoor nie meer as die netto-groothandelkatalogusprys gevra word nie, en van 'n werknemer, wat toestem om van die werkgever kos of huisvesting of kos en/of huisvesting aan te neem, kan nie geëis word om meer as 6s. per week vir kos en huisvesting of 4s. net vir kos, of 2s. net vir huisvesting te betaal nie as die kos en huisvesting van so'n aard is as wat gewoonlik aan natuurlike verskaf word en in alle ander gevalle nie meer as 15s. per week vir kos en inwoning, of 10s. net vir kos, of 5s. net vir inwoning, te betaal nie, tensy 'n hoër skaal deur die Raad goedgekeur word.

(5) As werk in die hele inrigting of 'n gedeelte daarvan, ophou of onderbreek word weens skade deur brand veroorsaak, moet 'n werkgever aan alle werknemers wat daardeur geraak word, lone plus lewenskostetoelae betaal tot 'n maksimum van twee weke; met dien verstande dat die betaling enige betaling ten opsigte van kennisgewing van diensbeëindiging wat ingevolge artikel 11 van hierdie Ooreenkoms verskuldig is, moet insluit.

7. WERKURE.

(1) Die lone wat in artikel 4 van hierdie Ooreenkoms voorskryf word, is betaalbaar ten opsigte van die gewone getal werkure in 'n inrigting wat nie meer as 44 in 'n week mag wees nie, behalwe vir wagte en handelsreisigers.

(2) Indien op die datum waarop hierdie Ooreenkoms van krag word, die getal ure wat gewoonlik in 'n inrigting gewerk word, minder as 44 per week is, kan die getal nie vermeerder word nie, tensy vir oortyd kragtens artikel 8 (2) betaal word.

(3) Die werkgever moet die tye waarop sy werknemers met die werk moet begin en eindig (met inbegrip van etenstyd), vaststel en moet 'n kennisgewing van die tye in sy inrigting vertoon hou; met dien verstande dat geen sodanige kennisgewing werkure mag voorskryf wat nie in ooreenstemming met die bepalinge van paragrawe (b), (c) en (e) van subartikel (1) van artikel negentien van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, is nie.

(4) In alle inrigtings moet 'n vyfdaagse week van Maandag tot Vrydag nagekom word vir alle werknemers, behalwe werknemers wat onderhoudwerk verrig en geen werknemer, behalwe 'n werknemer wat onderhoudwerk verrig, mag sonder toestemming van die Raad op Saterdag werk nie.

(5) *Ruspoose*.—Elke werkgever moet aan elkeen van sy werknemers, behalwe afleweringsbedieners, 'n ruspoos van minstens tien minute toestaan, so na as moontlik in—

(a) die middel van elke eerste werktyd op 'n dag; en
(b) die middel van elke tweede werktyd op 'n dag, waarin nie van 'n werknemer vereis of hy toegelaat mag word om werk te verrig nie, en die ruspoos word as deel van die gewone werkure gereken.

8. OORTYD.

(1) Behoudens soos bepaal in subartikel (3) van artikel 7 en subartikels (2) en (3) van hierdie artikel, moet 'n werknemer van wie vereis of wat toegelaat word, om—

(a) in die geval van 'n vakman—
(i) meer as 44 uur in 'n week of tussen die vaste sluitingstyd van die inrigting op Maandag tot en met Vrydag en middernag, of tussen sluitingstyd en 6 vm. op Saterdag te werk, vir elke uur of gedeelte van 'n uur wat aldus gewerk word, 1½ maal sy gewone uurloon betaal word;
(ii) na 6-uur nm. op Saterdag of tussen middernag en die begintyd op enige dag te werk, vir elke uur of gedeelte van 'n uur wat aldus gewerk word, dubbel sy uurloon betaal word;

(b) in die geval van 'n werknemer, behalwe 'n vakman, 'n wag en 'n handelsreisiger—

(i) meer as 44 uur in 'n week, of tussen die vaste sluitingstyd van die inrigting op Maandag tot en met Vrydag en middernag te werk, vir elke uur of gedeelte van 'n uur wat aldus gewerk word, 1½ maal sy uurloon betaal word;
(ii) tussen middernag en die vaste begintyd op Maandag tot Vrydag te werk, vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens dubbel sy uurloon betaal word;

(c) in die geval van 'n werknemer, behalwe 'n wag en 'n handelsreisiger, op 'n Sondag of 'n openbare vakansiedag te werk, of—

(i) afgesien van die getal ure wat gewerk word, minstens dubbel 'n volle dagloon betaal word; of
(ii) ten opsigte van die totale tydperk wat op dié dae gewerk word teen 'n skaal van minstens 1½ maal die uurloon betaal word en binne sewe dae na die Sondag of 'n openbare vakansiedag een dag vakansie met volle betaling toegestaan word;
(iii) vir die doel van berekening van betaling vir werk op 'n openbare vakansiedag gedoen, is 'n dag se werk 8½ uur.

(2) In 'n inrigting waarin die gebruikelike werkure minder as 44 uur per week is, moet 'n werknemer, behalwe 'n wag of 'n handelsreisiger, van wie verlang of wat toegelaat word om buite die gebruikelike ure te werk, vir tyd aldus gewerk tot en met 44 uur per week, teen die skaal van 1½ maal die weekloon van die werknemer, gedeel deur sy gewone getal werkure, vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word, en daarna teen die loonskaal soos vasgestel in subartikel (1) van hierdie artikel.

(4) No employee shall be required, as part of his or her contract of employment, to board or lodge with the employer or at any place nominated by the employer, or to purchase any goods from the employer. An employee who is allowed to purchase any goods from the employer shall not be charged for them more than the net wholesale listed price of such goods, and an employee who agrees to accept board or lodging or both from the employer shall not be required if the board and lodging are such as it is customary to provide for natives, to pay more than 6s. per week for board and lodging, or 4s. for board only or 2s. for lodging only, and in all other cases not more than 15s. per week for board and lodging, or 10s. for board only, or 5s. for lodging only, unless a higher rate is approved by the Council.

(5) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, an employer shall pay to all employees affected thereby, wages plus cost of living allowance up to a maximum of two weeks, provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of section 11 of this agreement.

7. HOURS OF WORK.

(1) The wages prescribed in section 4 of this Agreement are in respect of the usual number of working hours in an establishment which shall not exceed 44 in any one week with the exception of watchman and commercial travellers.

(2) Where the number of hours usually worked in an establishment at the date of commencement of this Agreement is less than 44 hours per week, such number shall not be increased unless overtime is paid in terms of section 8 (2).

(3) The employer shall fix the starting and closing times (including meal breaks) of work of his employees, and shall keep posted up in his establishment a notice of such times, provided that no such notice shall prescribe hours of work which are not in accordance with the provisions of paragraphs (b), (c) and (e) of sub-section (1) of section nineteen of the Factories, Machinery and Building Work Act, 1941.

(4) A five-day week from Mondays to Fridays shall be observed in all establishments for all employees other than employees employed on maintenance work, and no employee, other than an employee employed on maintenance work, shall be employed on a Saturday without the permission of the Council.

(5) *Rest Intervals*.—Each employer shall grant to each of his employees, other than delivery employees, a rest interval of not less than ten minutes as nearly as practicable—

(a) in the middle of each first work period in a day; and
(b) in the middle of each second work period in a day, during which an 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.

8. OVERTIME.

(1) Subject to the provisions of sub-section (3) of section 7 and sub-section (2) and (3) of this section, an employee, who is required or allowed to work—

(a) in the case of an artisan—
(i) in excess of 44 hours in any week, or between the fixed closing time of the establishment on Mondays to Fridays inclusive, and 12 midnight, or between such closing time and 6 p.m. on Saturday, shall be paid for each hour or part of an hour so worked one and one-third times his hourly wage;
(ii) after 6 p.m. on Saturdays, or between midnight and the fixed starting time on any day, shall be paid for each hour or part of an hour worked, double his hourly wage.

(b) In the case of an employee, other than an artisan, a watchman and a commercial traveller—

(i) in excess of 44 hours in any week, or between the fixed closing time of the establishment on Mondays to Fridays inclusive, and 12 midnight, shall be paid for each hour or part of an hour so worked one and one-third times his hourly wage;
(ii) between midnight and the fixed starting time on Mondays to Fridays shall be paid for each hour or part of an hour so worked not less than double his hourly wage;

(c) in the case of an employee, other than a watchman and commercial traveller, on a Sunday or on any Public holiday, either—

(i) be paid not less than double a full day's pay irrespective of the number of hours worked, or
(ii) be paid at a rate of not less than one and one-third times the hourly wage in respect of the total period worked on such day and be granted within seven days of such Sunday or Public holiday one day's holiday on full pay.
(iii) For the purpose of payment for work done on a public holiday, a day's work shall be eight and one-half hours.

(2) In any establishment in which the usual working hours are less than 44 hours per week, an employee, other than a watchman or commercial traveller, who is required or allowed to work outside such usual hours shall be paid for any time so worked up to and including 44 hours per week at the rate of one and one-quarter times the weekly wage of such employee divided by the number of his usual hours for every part of an hour so worked, and thereafter the rates laid down in sub-section (1) of this section.

(3) Sonder voorafgaande toestemming van die Raad kan geen werkgewer 'n werknemer toelaat om meer as 10 uur oortyd in 'n week te werk en mag geen werknemer meer as 10 uur oortyd in 'n week werk nie; met dien verstande dat geen vroulike werknemer op enige dag of in enige week of jaar toegelaat mag word om meer oortyd te werk as dié voorgeskryf in paragrafe (a), (b) en (c) van die voorbehoudsbepaling van subartikel (2) van artikel negentien van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of meer as die ure uiteengesit in paragraaf (e) van subartikel (1) van daardie artikel nie; en voorts met dien verstande dat geen beperking wat deur hierdie subartikel opgelê word op 'n wag of handelsreisiger of enige manlike werknemer wat werk verrig wat nodig is weens 'n defek aan installasie of masjinerie of ander onvoorsiene noodgeval, of in verband met die grondige nasien of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word, van toepassing is nie.

(4) Geen werkgewer kan eis of toelaat dat 'n vroulike werknemer na voltooiing van haar gewone werkure op 'n dag meer as een uur oortyd werk nie, tensy hy—

- (i) die werknemer voor middag daarvan in kennis gestel het; of
- (ii) aan die werknemer 'n toereikende ete verskaf het voor sy met oortyd moet begin; of
- (iii) die werknemer betyds 'n toelae van minstens 1s. 6d. betaal het om haar in staat te stel om 'n maaltyd te nuttig voor die oortyd moet begin.

(5) Die bepalinge van hierdie klousule is nie van toepassing op 'n werknemer wat teen die skaal van £540 per jaar of meer besoldig word nie.

9. VAKANSIEDAE.

(1) 'n Werknemer is gedurende sy dienstyd geregtig tot verlof met volle betaling op ondergenoemde statutêre openbare vakansiedae, nl.—

Nuwejaarsdag (1 Januarie),
Van Riebeeckdag (6 April),
Goeie-Vrydag,
Paasmaandag,
Hemelvaartsdag,
Uniedag (31 Mei),
Koninginsverjaarsdag (tweede Maandag in Julie),
Krugerdag (10 Oktober),
Geloftedag (16 Desember),
Kersdag (25 Desember),
Tweede Kersdag (26 Desember).

behalwe wanneer hierdie vakansiedae, behalwe Nuwejaarsdag, Goeie-Vrydag, Geloftedag en Kersdag, onmiddellik voorafgaan aan, of volg op 'n werkdag waarop 'n werknemer sonder toedoen van die werkgewer van werk afwesig was en om enige rede behalwe siekte; met dien verstande dat behoudens soos bepaal in paragraaf (c) van artikel 8 (1) van hierdie Ooreenkoms van 'n werknemer vereis kan word om op enigen van hierdie openbare vakansiedae te werk.

(2) *Jaarlikse verlof.*—(i) Na twaalf maande diens het 'n werknemer reg op die volgende verlof wat toegestaan moet word; in die geval van 'n werknemer wat 'n vyfdaagse week werk: tien agtereenvolgende werkdag en in die geval van 'n werknemer wat 5½ dae per week werk: twaalf agtereenvolgende werkdag verlof met volle betaling binne twee maande na die datum van voltooiing van die jaar diens waarop dit betrekking het; met dien verstande dat in die geval van 'n werknemer wat ontslaan word of wat die werkgewer se diens verlaat, hy daardie gedeelte van die verlof wat op die datum van diensverlating verskuldig is, moet ontvang, of in plaas daarvan betaling bereken op die basis van een-seste van die weeklikse besoldiging wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging, vir elke volle maand diens; met dien verstande dat die verlofbetaling vir 'n werknemer wat dag- en nagskofte oor 'n tydperk of tydperke gedurende die voorafgaande twaalf maande gewerk het, soos volg bereken moet word:—

- (a) Een-seste van die weekloon wat hy ontvang het terwyl hy nagskofte gewerk het, vir elke voltooide maand diens altesaam op nagskofwerk; plus
- (b) een-seste van die weekloon wat hy ontvang het terwyl hy dagskofte gewerk het, vir elke voltooide maand diens altesaam op dagskofwerk;

en voorts met dien verstande dat die verlofbetaling ten opsigte van nag- en dagskofte nie minder mag wees as die verlofbetaling wat die werknemer sou verdien het as hy slegs op dagskofte in diens was nie.

(ii) Die tydperk van die verlof mag nie met 'n tydperk saamval wanneer die werknemer onder diensopsegging is, of vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), ondergaan nie.

(iii) As 'n openbare vakansiedag genoem in subartikel (1) van hierdie artikel binne die tydperk van die verlof val, moet die vakansiedag aan genoemde tydperk gevoeg word as verdere afwesighedsverlof met volle betaling.

(3) Die werkgewer moet aan 'n werknemer aan wie verlof ingevolge subartikel (2) toegestaan is, sy betaling ten opsigte van die verlof uiterlik op die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(4) Elke betaling verskuldig vir jaarlikse verlof of in plaas van 'n gedeelte van jaarlikse verlof, moet alle lewenskostetoelae insluit wat ingevolge subartikel (2) van artikel 4 betaalbaar is.

(3) No employer shall, without the prior consent of the Council, permit an employee to work, and no employee shall work more than 10 hours in any one week in respect of overtime, provided that no female employee shall, on any day or in any week or year, be permitted to work overtime in excess of that prescribed in paragraphs (a), (b) and (c) of the proviso to sub-section (2) of section nineteen of the Factories, Machinery and Building Work Act, 1941, or beyond the hours set out in paragraph (c) of sub-section (1) of that section; and provided further, that no restriction imposed by this sub-section shall apply to a watchman or commercial traveller, or to any male employee while employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary working hours.

(4) No employer shall require or permit a female employee to work overtime after completion of her ordinary working hours for more than one hour on any day, unless he has—

- (i) given notice thereof to such employee before midday; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee an allowance of not less than 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(5) The provisions of this clause shall not apply to any employee remunerated at the rate of £540 or more per annum.

9. HOLIDAYS.

(1) An employee shall during his period of service be entitled to leave on full pay for the following statutory public holidays, viz.:—

New Year's Day (1st January),
Van Riebeeck Day (6th April),
Good Friday,
Easter Monday,
Ascension Day,
Union Day (31st May),
Queen's Birthday (second Monday in July),
Kruger Day (10th October),
Day of the Covenant (16th December),
Christmas Day (25th December),
Boxing Day (26th December).

except when such public holidays, other than New Year's Day, Good Friday, Day of the Covenant and Christmas Day, immediately precede or succeed a working day on which an employee has been absent from work through no fault of the employer and for any reason other than illness; provided that, subject to the provisions of paragraph (c) of section 8 (1) of this Agreement, an employee may be required to work on any of these public holidays.

(2) *Annual Leave.*—(i) An employee after twelve months' employment shall be entitled to and be granted, in the case of an employee working a five-day week, ten consecutive working days, and in the case of an employee working a five and a half day week, twelve consecutive working days, leave on full pay within two months from the date of completion of the year of employment to which it relates; provided that in the event of an employee being discharged or leaving the service of an employer, he shall receive that proportion of leave due up to the date of leaving, or payment in lieu thereof, calculated on the basis of one-sixth of the weekly remuneration the employee was receiving immediately prior to the date of termination of employment, in respect of each completed month of employment, provided that the holiday pay for an employee who has worked day shift and night shift for a period or periods during the preceding twelve months shall be calculated as follows:—

- (a) One-sixth of the weekly remuneration he received while working night shift, for each completed month of employment in the aggregate on night shift, plus
- (b) one-sixth of the weekly remuneration he received while working day shift for each completed month of employment in the aggregate on day shift,

and provided further, that the holiday pay in respect of night shift and day shift shall not be less than the holiday pay the employee would have received had he been employed on day shift only.

(ii) The period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912).

(iii) If any public holiday referred to in sub-section (1) of this section falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay.

(3) The employer shall pay to an employee to whom leave is granted under sub-section (2) his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(4) Any payment due for annual leave, or in lieu of a proportion of annual leave shall include any cost of living allowance payable in terms of sub-section (2) of section 4.

(5) Elke tydperk wanneer 'n werknemer—

- (a) met verlof kragtens hierdie artikel afwesig is; of
- (b) vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (c) op las of op versoek van die werkgewer van werk afwesig is; of
- (d) weens siekte of ingevolge die verbod vervat in artikel drie-en-twintig (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van werk afwesig is,

moet vir die doeleindes van hierdie artikel as diens beskou word; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie ten opsigte van 'n afwesigheid weens siekte van meer as drie opeenvolgende dae van toepassing is nie as die werknemer, wat nie 'n werknemer genoem in subparagraaf (ii) is nie, in gebreke bly, nadat die werkgewer om sodanige sertifikaat versoek het, om aan die werkgewer 'n sertifikaat van 'n geneesheer voor te lê dat hy weens siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale afwesigheidstyd gedurende twaalf maande diens, wat langer as dertig dae is;
 - (ii) van 'n werknemer wie se werkgewer ingevolge 'n Wet verplig is om voorsiening te maak vir die versorging en behandeling van die werknemer, wanneer hy siek of beseer is, word nie vereis om 'n doktersertifikaat ten opsigte van 'n afwesigheid wat in subparagraaf (i) genoem word, voor te lê nie.
- (6) Vir die doeleindes van hierdie artikel word dit beskou dat diens 'n aanvang neem—
- (a) in die geval van 'n werknemer wat voor die datum waarop hierdie Ooreenkoms in werking tree, geregtig geword het tot verlof kragtens 'n ooreenkoms of skeidsregtelike uitspraak wat ooreenkomstig die bepalings van die Wet bindend was, of kragtens enige ander wet, van die datum waarop die werknemer aldus tot verlof geregtig geword het; met dien verstande dat as die verlof nie eerder toegestaan is nie, dit binne twee maande na die datum van inwerkingtreding van hierdie Ooreenkoms toegestaan moet word;
 - (b) in die geval van elke ander werknemer, van die datum waarop hy by sy werkgewer in diens gekom het.

10. SIEKTEBYSTANDSFONDS.

(1) Hierby word 'n siektebystandsfonds, hierna genoem „die fonds”, gestig.

(2) Vir die doeleindes van die fonds, moet elke werkgewer elke week van die loon van elkeen van sy werknemers, behalwe hulle wat 'n basiese salaris van £540 per jaar of meer ontvang, die volgende aftrek:—

- (a) In die geval van werknemers met lone tot en met £2 per week, die som van drie pennies;
- (b) in die geval van werknemers met lone van meer as £2 per week, maar nie meer as £4 nie, vier pennies;
- (c) in die geval van werknemers wie se loon meer as £4 per week is, ses pennies.

By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totaal van maand tot maand, en uiterlik die sewende dag van elke maand, aan die Sekretaris van die Fonds, Geneva-gebou, Parlementstraat, Kaapstad, stuur tesaam met die volgende besonderhede:—

Volle naam van elke werknemer van wie se loon die bedrag afgetrek is.

Bedryf.

Getal ure deur elke werknemer elke week gewerk.

Totale loon aan elke werknemer elke week betaal.

Die nodige vorms vir hierdie doel sal deur die Sekretaris vir die gebruik van werkgewers verskaf word.

L.W.—Vir die doel van hierdie subartikel, beteken „loon” die basiese loon sonder insluiting van die lewenskostetoelae, oortyd of ekstra betaling vir nagskofwerk.

(3) Die doel van die fonds is om siektebetaling gedurende tye van siekte aan werknemers, op wie hierdie Ooreenkoms van toepassing is, te verskaf.

(4) Die fonds word deur die Raad beheer.

(5) Alle gelde wat vir die fonds ontvang word, moet op 'n spesiale bankrekening gestort en beheer word deur 'n komitee wat bestaan uit 'n gelyke getal werkgewers en werknemers.

(6) Alle uitbetalings uit die fonds moet per tjek, getrek op rekening van die fonds, geskied. Alle tjeks moet deur die sekretaris of rekenmeester geteken wees.

(7) 'n Werknemer wat vir ses maande voor sy siekte bydraes aan die fonds betaal het, is gedurende die termyn van hierdie Ooreenkoms geregtig tot siektebetaling teen onderstaande skaal:—

(a) Vir 'n tydperk van agt weke—

- (i) in die geval van werknemers met lone tot en met £2 per week: £1. 10s. per week;
- (ii) in die geval van werknemers met lone van meer as £2 per week maar nie meer as £4 per week nie: £2 per week;
- (iii) in die geval van werknemers wie se lone meer as £4 per week is: £3 per week.

(5) Any period during which an employee—

- (a) is on leave in terms of this section; or
- (b) undergoes peace training under the South African Defence Act, 1912; or
- (c) is absent from work on the instruction or at the request of the employer; or
- (d) is absent from work owing to illness or by reason of the prohibition contained in section twenty-three (1) of the Factories, Machinery and Building Work Act, 1941,

shall be deemed to be in employment for the purpose of this section; provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee not being an employee referred to in sub-paragraph (ii) fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days;
 - (ii) an employee whose employer is required in terms of any law to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i);
- (6) For the purpose of this section employment shall be deemed to commence—

- (a) in the case of an employee who had, before the date on which this Agreement comes into operation, become entitled to leave in terms of any Agreement, or arbitration award which was binding in terms of the Act, or in terms of any law, from the date on which such employee so became entitled to leave; provided that if such leave has not been granted earlier, it shall be granted within two months from the date of coming into operation of this Agreement;
- (b) in the case of any other employee, from the date upon which he entered his employer's service.

10. SICK PAY BENEFIT FUND.

(1) There is hereby established a sick pay benefit fund, hereinafter referred to as “the fund”.

(2) For the purpose of such fund each employer shall each week deduct from the wages of each of his employees, other than those in receipt of basic salaries of £540 or more per annum—

- (a) in the case of employees whose wages are up to £2 per week, the sum of threepence;
- (b) in the case of employees whose wages are over £2 per week but not more than £4, the sum of fourpence;
- (c) in the case of employees whose wages are over £4 per week, the sum of sixpence.

To the total amount so deducted, the employer shall add a like amount, and forward the total monthly by month, and not later than the seventh day of each month, to the Secretary of the Fund, Geneva House, Parliament Street, Cape Town, together with the following particulars—

Full name of every employee from whom the deduction has been made.

Occupation.

Number of hours worked by each employee each week.

Total wages paid to each employee each week.

The necessary forms for this purpose will be supplied by the Secretary for the use of employers.

NOTE.—For the purpose of this section “wages” means basic wages and does not include cost of living allowance, overtime or extra payment for night shift.

(3) The object of the fund shall be to provide sick pay to employees to whom this Agreement applies, during periods of illness.

(4) The fund shall be administered by the Council.

(5) All moneys received for the fund shall be deposited into a special banking account and controlled by a committee of equal numbers of employers and employees.

(6) All payments out of the fund shall be by cheque, drawn on the fund's account. All such cheques shall be signed by the Secretary or Accountant.

(7) An employee who has paid contributions to the fund for six months preceding his or her illness shall be entitled to sick pay during the currency of this Agreement under the following scale—

(a) For a period of eight weeks—

- (i) in the case of employees whose wages are up to £2 per week: £1. 10s. per week;
- (ii) in the case of employees whose wages are over £2 per week, but not more than £4 per week: £2 per week;
- (iii) in the case of employees whose wages are over £4 per week: £3 per week.

(b) Vir 'n verdere tydperk van agt weke—

- (i) in die geval van werknemers met lone tot en met £2 per week: £1. 2s. 6d. per week;
- (ii) in die geval van werknemers met lone van meer as £2 per week maar nie meer as £4 per week nie: £1. 10s. per week;
- (iii) in die geval van werknemers wie se lone oor £4 per week is: £2. 10s. per week.

Met dien verstande dat as die fonds dit toelaat, bogenoemde bedrae vir 'n tydperk van twaalf weke in 'n jaar aan werknemers betaal moet word; geen betaling word egter gedoen vir minder as twee opeenvolgende dae siekte nie, met uitsondering van Sondag, en na daardie tydperk moet 'n doktersertifikaat voorgelê en aan die sekretaris van die Raad gestuur word; die sertifikaat moet die tydperk van siekte vermeld.

Die Raad kan, in spesiale gevalle wat deur hom goedgekeur word, betaling van groter bedrae as bogenoemde bystand magtig.

L.W.—(i) Vir die doel van betaling van sulke bystand, beteken „siekte” enige ongesteldheid, kwaal, siekte of besering wat nie aan wangedrag, of buitensporige gebruik van drank, of van verdowingsmiddels toegeskryf moet word nie, en dit sluit in 'n ongeval, ongesteldheid, besering of siekte waarvoor kragtens die Ongevalwet, 1941, skadeloosstelling betaalbaar is, maar sluit nie 'n besering in nie wat 'n werknemer opdoen terwyl hy 'n private motorkar of motorfiets bestuur of op 'n trapfiets ry terwyl hy van diens is, of wat die gevolg is van sy deelname aan 'n bedrywigheid wat nie met sy werk in verband staan nie.

Vrouens wat in die kraam gaan kom en wat nie vir 'n bevalingstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, in aanmerking kom nie, is geregtig tot siektebystand kragtens die fonds, asook vrouens wat in die kraam gaan kom en wat op geneeskundige raad verplig is om voor die voorgeskrewe datum, soos in bogenoemde Wet bepaal, op te hou werk, en hierdie verloop is beperk tot 'n maksimum van vier weke en bystand dienoreenkomsig.

(ii) Vir die doeleindes van hierdie subartikel beteken „loon” basiese lone met uitsluiting van lewenskostetoelae, oortyd of ekstra betaling vir nagskifte.

(8) Die uitkering van siektebetaling word gestaak as die fonds tot £50 gedaal het, tot tyd en wyl dit herstel en in staat is om te voldoen aan die eise ingevolge hierdie Ooreenkoms.

(9) 'n Werknemer wat uit sy diens ontslaan word weens tekort aan werk of om 'n ander rede wat volgens die mening van die Raad aanneemlik geag word en nie aan die skuld van die werknemer te wyte is nie, is, indien hy siek word, en onderworpe aan die bepaling van subartikel (7) van hierdie artikel, geregtig tot siektebystand vir 'n tydperk van hoogstens twaalf weke vanaf sy ontslag; met dien verstande dat hy nie binne daardie tydperk werk buite die beskuifvervaardigingsnywerheid kry nie. Na twaalf weke word dit beskou dat 'n werknemer uit die nywerheid is en geen verdere eise aan die siekefonds stel nie; maar as die werknemer binne twaalf weke verder werk in die beskuifvervaardigingsnywerheid kry, word dit beskou dat hy sonder onderbreking in die nywerheid in diens was.

(10) Alle beheerkoste moet uit die fonds gedek word.

(11) 'n Ouditeur of auditers, wat deur die Raad aangestel moet word, moet, nadat die fonds bystand begin betaal het, die rekenings van die fonds jaarliks en uiterlik op 31 Januarie van elke jaar auditeer.

Die ouditeur se staat moet daarna vir insae by die hoofkantoor van die Raad beskikbaar wees en 'n afskrif van die geauditeerde staat moet aan elke werkgever, aan die sekretaris van die vakvereniging en aan die Departement van Arbeid gestuur word.

(12) Die Raad moet die reglement en regulasies vir die behoorlike beheer van die fonds opstel. 'n Kopie van die reglement en elke wysiging daarvan, moet by die Nywerheidsregistrator, aangestel ingevolge artikel drie van die Wet, ingedien word.

(13) Die Raad is die liggaam wat verantwoordelik is vir die beheer van die fonds en wanneer hierdie Ooreenkoms deur verloop van tyd verstryk, moet die Raad voortgaan met die fonds te beheer soos in hierdie Ooreenkoms en die reglement voorgeskryf, totdat die fonds uitgeput is, of totdat 'n nuwe ooreenkoms aangegaan is, in welke geval die balans oorgedra moet word aan die nuwe fonds wat kragtens hierdie bepaling gestig is.

(14) (i) Indien—

- (a) die Raad weens watter oorsaak ook al nie langer werk nie; of
- (b) faal om 'n nuwe ooreenkoms aan te gaan binne een jaar na die datum van verstryking van hierdie Ooreenkoms; of
- (c) die Raad weens enige ander oorsaak nie in staat of onwillig is om die fonds verder te beheer nie,

dan moet die fonds deur die „Cape Town Board of Executors” gelikwider word op die wyse voorgeskryf in 'n ooreenkoms wat tussen die Raad en die genoemde eksekuteursraad gesluit is ooreenkomsig Aanhangsel A hiervan.

(ii) Ingeval die Raad ophou om gedurende 'n tydperk te werk waarin hierdie ooreenkoms bindend is kragtens artikel vier-entertig (2) van die Nywerheidsversoeningswet, 1937, moet voornoemde raad van eksekuteurs die fonds bestuur ooreenkomsig die bepaling van die ooreenkoms en die reglement van die Raad totdat die ooreenkoms verval, wanneer die fonds gelikwider moet word.

(iii) Ingeval voornoemde raad van eksekuteurs nie langer bestaan nie of nie instaat of onwillig is om te werk, kan die Minister van Arbeid 'n bestuurskomitee aanstel om die pligte van voornoemde raad van eksekuteurs uit te voer en hierdie komitee moet uit 'n gelyke aantal werkgevers en werknemers in die nywerheid bestaan. Vakatures wat in die komitee ontstaan, kan deur die Minister gevul word uit werkgevers of werknemers in die nywerheid, al na die geval, ten einde gelykheid van werkgever- en werknemerverteenwoordigers en van plaasvervangers

(b) For a further period of eight weeks:—

- (i) in the case of employees whose wages are up to £2 per week: £1. 2s. 6d. per week;
- (ii) in the case of employees whose wages are over £2 per week but not more than £4 per week: £1. 10s. per week;
- (iii) in the case of employees whose wages are over £4 per week: £2. 10s. per week.

Provided the fund permits, the amounts set out above shall be paid to employees for a period of sixteen weeks in any one year, but no payment shall be made for less than two consecutive days' sickness, excluding Sundays, and after that period a doctor's certificate must be produced and forwarded to the Secretary of the Council, such certificate to set out the period of illness.

The Council may authorise the payment of amounts in excess of the above benefits in special cases approved by it.

NOTE.—(i) For the purpose of such benefits „sickness” shall mean any illness, affliction, disease or injury which is not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, and shall include an accident, illness, disease or injury in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, but shall exclude an injury which is due to an employee driving a private motor car or motor-cycle, or riding a bicycle when off duty, or resulting from participating in any activity not connected with his employment.

Females who are to be confined and who are not eligible for a confinement allowance under the Factories, Machinery and Building Work Act, 1941, shall be entitled to sick benefits under the fund, as also females about to be confined who are required on medical advice to cease work prior to the prescribed date as provided for in terms of the above stated Act, such prior leave to be restricted to a maximum of four weeks and benefits allowed accordingly.

(ii) For the purpose of this sub-section „wages” means basic wages and does not include cost of living allowance, overtime or extra payment for night shift.

(8) The payment of sick pay shall be suspended when the fund reaches a level of £50 until such time as it has been reinstated and is capable of meeting the claims accruing under this Agreement.

(9) An employee who is dismissed from his or her employment through shortage of work or any other reason deemed suitable in the opinion of the Council, and not due to any fault of the employee, shall, if he becomes ill and subject to sub-section (7) of this section, be entitled to sick benefits during a period not exceeding twelve weeks from the time of his or her dismissal; provided that he or she does not within that period obtain employment outside the Biscuit Industry. After twelve weeks an employee shall be deemed to be out of the Industry, and shall have no further claim on the sick fund; but if such employee obtains further employment in the Biscuit Industry within twelve weeks, he or she shall be deemed to have been continuously employed in such industry.

(10) All administrative expenses shall be a charge upon the fund.

(11) An auditor or auditors, who will be appointed by the Council, shall, after the fund has commenced to pay benefits, audit the accounts of the fund annually, but not later than the 31st January of each year.

The auditor's statement shall thereafter lie for inspection at the head office of the Council, and a copy of such audited account to be sent to each employer, to the Secretary of the Employees' Union and to the Department of Labour.

(12) The Council shall make rules and regulations for the proper administration of the fund. A copy of the rules and any amendment thereof shall be lodged with the Industrial Registrar appointed in terms of section three of the Act.

(13) The Council shall be the body responsible for the administration of the Fund and if this Agreement expires by the effluxion of time, the Council shall continue to administer the Fund in the manner provided for in this Agreement and the rules until all funds are exhausted or until a new agreement is negotiated in which event any balance shall be transferred to any new fund created in terms thereof.

(14) (i) Whenever this agreement has expired and—

- (a) the Council for any reason ceases to function; or
- (b) fails to negotiate a new agreement within a period of one year from the date of expiry of this Agreement; or
- (c) the Council is for any other reason unable or unwilling to continue the administration of the fund;

the fund shall be wound up by the firm of Cape Town Board of Executors in the manner provided for in an agreement entered into between the Council and the said Board of Executors annexed hereto marked Annexure A.

(ii) In the event of the Council ceasing to function during any period during which this agreement remains binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1937, the said Board of Executors shall administer the fund in accordance with the provisions of the agreement and the rules of the Council until the agreement expires when the fund shall be liquidated.

(iii) In the event of the said Board of Executors no longer existing or being unable or unwilling to act, the Minister of Labour may appoint a management committee to carry out the duties of the said Board of Executors and which committee shall consist of an equal number of employers and employees in the Industry. Any vacancy occurring on the Committee may be filled by the Minister from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership

in die ledetal van die komitee te verseker. Ingeval die komitee nie in staat is of onwillig om sy werk voort te sit of 'n staking van stemme daarin voorkom, kan die Minister 'n kurator of kuratore aanstel om die werk van die komitee voort te sit.

(iv) (a) By likwidering van die fonds moet alle skulde wat die fonds-toekom, ingevorder en alle verskuldigde eise uitbetaal word.

(b) Onderworpe aan paragraaf (a) moet die balans, as daar een is, aan die sekretaris van die National Union of Operative Biscuit Makers and Packers of South Africa uitbetaal word, of as die unie nie meer bestaan nie, aan die Suid-Afrikaanse Rooikruisvereniging, nadat alle administratiewe en ander onkoste vereffen is; met dien verstande dat as die balans meer as eenhonderd-en-veertig pond bedra, oor twee-derdes beskik moet word soos in paragraaf (b) bepaal, en een-derde moet aan die Openbare Skuldkommissaris betaal word wat daarvoor kragtens artikel vier-en-dertig (4) (b) van die Wet sal beskik.

11. DIENSBEEÏNDIGING.

(1) 'n Werkgever of 'n werknemer moet, onderworpe aan die bepaling van subartikel (2) van hierdie artikel, minstens een week vooraf, opsegging vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

(a) Die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder opsegging te beëindig om 'n goeie rede wat wetlik as voldoende erken word;

(b) 'n ooreenkoms tussen die werkgever en die werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as een week;

voorts met dien verstande dat 'n werkgever aan 'n werknemer 'n week se loon teen die skaal soos vir sy klas voorgeskryf, kan betaal, in plaas van die voorgeskrewe opseggingstermyn te gee.

(2) Van 'n werknemer wat korttyd in 'n week op las van sy werkgever werk, kan nie vereis word om in dié week opsegging vir beëindiging van die dienskontrak te gee nie.

(3) Diensopsegging ooreenkomstig hierdie artikel en die verlof voorgeskryf in artikel 9, mag nie saamval nie.

12. HERVATTING VAN DIENS.

'n Verpakker of fabriekswerker wat sy diens in die nywerheid verlaat het, moet, by herindiensneming in dieselfde bedryf, teen dieselfde loonskaal betaal word wat hy ontvang het toe sy diens geëindig het; met dien verstande dat so 'n werknemer wat na 'n afwesigheid van twaalf maande of meer weer in diens geneem word, 'n loon betaal moet word wat een kerf laer is as die loon wat hy by die beëindiging van diens ontvang het of die aanvangsloon wat voorgeskryf word vir 'n verpakker of fabriekswerker in die geval van 'n werknemer wat slegs tot die aanvangsloon geregtig was toe hy die nywerheid verlaat het.

13. DIENSSERTIFIKATE.

Op versoek van 'n werknemer, behalwe 'n los werknemer, moet 'n werkgever by die beëindiging van die dienskontrak van so 'n werknemer, hom van 'n dienssertifikaat voorsien wat onderstaande aantoon:—

- (1) Die naam van die werkgever voluit.
- (2) Die naam van die werknemer voluit.
- (3) Aard van diens (d.w.s. die bedryf waarin hy werksaam was).
- (4) Datum waarop diens begin het.
- (5) Datum waarop diens geëindig het.
- (6) Skaal van besoldiging ten tyde van diensbeëindiging.
- (7) Datum waarop sertifikaat uitgereik word.

'n Kopie van elke uitgereikte sertifikaat moet binne veertien dae aan die sekretaris van die Raad gestuur word.

14. TYD- EN LOONREGISTER.

Elke werkgever moet, ooreenkomstig die regulasies ingevolge Wet No. 36 van 1937 en Wet No. 22 van 1941, ten opsigte van al sy werknemers aantekening hou van die lone wat betaal, tyd wat gewerk en betaling wat vir oortyd gedoen word.

15. VRYSTELLINGS.

(1) Die Raad kan uit eie beweging of op aanbeveling van 'n plaaslike komitee, van enigen van die bepalinge van hierdie Ooreenkoms, vrystelling verleen om 'n rede wat hy as goed en voldoende beskou.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling kragtens die bepalinge van subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop vrystelling verleen word en die termyn waarvoor vrystelling van krag is, vasstel; met dien verstande dat die Raad, na goeie dunde en nadat die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek, of die termyn waarvoor dit verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalinge van subartikel (1) van hierdie artikel verleen word, 'n sertifikaat uitreik, wat deur hom onderteken is en waarin vermeld word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes soos vasgestel kragtens die bepalinge van subartikel (2) van hierdie artikel, waarop vrystelling verleen word; en
- (d) die termyn waarvoor vrystelling verleen word.

of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon, the Minister may appoint a trustee or trustees to carry out the duties of the committee.

(iv) (a) On liquidation of the fund all debts due to the fund shall be collected and all claims due shall be paid.

(b) Subject to paragraph (a) any balance, after all administrative and other expenses have been paid, shall be paid to the Secretary of the National Union of Operative Biscuit Makers and Packers of South Africa, or if the union no longer exists, to the South African Red Cross Society. Provided that if the balance exceeds one hundred and fifty pounds, two-third shares shall be disposed of in terms of paragraph (b) and one-third share shall be paid over to the Public Debt Commissioners to be dealt with in terms of section thirty-four (4) (b) of the Act.

11. TERMINATION OF EMPLOYMENT.

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

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

(b) any agreement between the employer and employee providing for a longer period of notice than one week;

and provided further, that an employer may pay to an employee a week's wages at the rate prescribed for his class in lieu of the prescribed period of notice.

(2) An employee who is working short time in any week at the instance of the employer shall not in such week be required to give notice to terminate his contract of service.

(3) Notice of termination of employment in terms of this section and the leave prescribed in section 9 shall not run concurrently.

12. RESUMPTION OF EMPLOYMENT.

A packer or factory operative who has left his or her employment in the Industry shall, on re-employment in the same occupation be paid at the same rate of wages as he or she was receiving when his or her employment terminated; provided that any such employee who is re-employed in the Industry after an absence of twelve consecutive months or more, shall be paid the wage applicable to one notch below the wage he or she was receiving on the termination of his or her employment or the commencing wage prescribed for a packer or factory operative in the case of an employee entitled only to the commencing wage when he left the Industry.

13. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee, furnish him with a certificate of service showing—

- (1) the full name of the employer;
- (2) the full name of the employee;
- (3) nature of employment (i.e. the occupation in which employed);
- (4) date of commencement of employment;
- (5) date of termination of employment;
- (6) rate of remuneration at date of termination of employment;
- (7) date on which the certificate is issued.

A copy of each such certificate shall be forwarded to the Secretary of the Council within fourteen days.

14. TIME AND WAGES REGISTER.

Every employer shall keep, in respect of all his employees, records of wages paid, time worked, and payment made for overtime, in accordance with the regulations under Act No. 36 of 1937 and Act No. 22 of 1941.

15. EXEMPTIONS.

(1) The Council of its own accord, or on the recommendation of a local committee may grant exemption from any of the provisions of this Agreement for any reason deemed by it as good and sufficient.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted, and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence whether or not the period for which exemption was granted, has expired.

(3) The Secretary to the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section, a licence signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provision of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif behou; en
- (c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

16. ALGEMEEN.

(1) Vir vroulike werknemers moet sitplekke met behoorlike ruglenings voorsien word en dié werknemers moet toegelaat word om te sit, wanneer dit prakties moontlik is.

(2) Kookwater moet verskaf word aan alle werknemers wat dit in die pouse vir maaltye nodig het.

(3) Geen individuele vroulike werknemer mag verplig word om gewigte van oor 30 (dertig) pond op te tel nie.

17. UITGAWES VAN DIE RAAD.

In die uitgawes van die Raad word soos volg voorsien:—

'n Werkgewer moet weekliks van die loon van elke een sy werknemers wat onder hierdie Ooreenkoms val en vir wie lone van minder as £2 per week voorgeskryf word, twee pennies per week en van die loon van daardie werknemers vir wie lone van £2 of meer per week voorgeskryf word, vier pennies per week aftrek. Die werkgewer moet by die bedrag wat aldus afgetrek word 'n gelyke bedrag voeg en die totale bedrag maandeliks aan die Sekretaris van die Raad, Posbus 667, Kaapstad, stuur.

Hierdie klousule is nie van toepassing op werknemers wat minder as een pond per week ontvang nie.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Werkgewers moet aan enigeen van hul werknemers wat verteenwoordigers in die Raad is alle redelike fasiliteite verleen om hul pligte in verband met die Raad se werk te vervul.

19. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers uitsprake uitvaardig wat nie met die bepalinge daarvan in stryd is nie.

(2) Elke geskil wat ontstaan in verband met die vertolking van enigeen van die bepalinge van hierdie Ooreenkoms moet na die Raad verwys word.

20. VERTOON VAN OOREENKOMS.

Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n leesbare kopie van die Ooreenkoms in beide die offisiële tale vertoon en vertoon hou.

21. LEDEGELD AAN VAKVERENIGING.

Die ledegeld wat aan die vakvereniging betaal moet word, moet weekliks deur elke werkgewer van die loon van elke lid van die vakvereniging afgetrek word. Die totale bedrag aldus ingevorder, moet aan die Sekretaris van die plaaslike tak van die vereniging betaal word.

22. AGENTE.

Die Raad moet een, of meer, bepaalde persone aanstel as agente om by die uitvoering van die bepalinge van hierdie Ooreenkoms te help, en die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, is verplig om die agente toe te laat om die ondersoek in te stel en die boeke en/of geskrifte te ondersoek en die persone te ondervra wat vir hierdie doel nodig kan wees.

23. PERSONE ONDER VYFTIEN JAAR.

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

Namens die partye hede die sesde dag van Mei 1952 in Kaapstad geteken.

C. McLACHLAN,
Voorsitter van die Raad.
FRANK C. GALLANT,
Ondervoorsitter van die Raad.
HAROLD J. LAITE,
Sekretaris van die Raad.

AANHANGSEL A.

MEMORANDUM VAN 'N OOREENKOMS

gesluit deur die Nasionale Nywerheidsraad vir die Biskuitvervaardigingsnywerheid van Suid-Afrika aan die een kant, en die Destydse Sekretaris van die „Board of Executors”, Kaapstad, wat hierin handel vir en namens die genoemde maatskappy kragtens 'n besluit van sy Raad van Direkteure wat op 'n vergadering van die Raad, wat op 27 November 1947, in Kaapstad gehou is, geneem is.

Nademaal 'n sekere werkgewersorganisasie, die

„National Association of Biscuit Manufacturers of South Africa”

en 'n sekere werknemersorganisasie, die

„National Union of Operative Biscuit Makers and Packers of South Africa”,

(4) The Secretary to the Council shall—

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

16. GENERAL.

(1) Seats with suitable back-rests shall be provided for female employees, and permission shall be given to such employees to sit whenever practicable.

(2) Boiling water shall be supplied to all employees requiring same at meal intervals.

(3) No individual female employee shall be required or allowed to lift weights above 30 (thirty) pounds.

17. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

An employer shall deduct from the wages of each of his employees affected by this Agreement, and for whom wages of less than £2 per week are prescribed, twopence per week, and fourpence per week from the wages of those employees for whom wages of £2 and in excess thereof per week are prescribed. To the amount so deducted the employer shall add a like amount and forward month by month the total sum to the Secretary of the Council, P.O. Box 667, Cape Town.

This clause shall not apply to any employee in receipt of less than £1 per week.

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

19. INTERPRETATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement, and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

20. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of the Agreement in both official languages.

21. TRADE UNION SUBSCRIPTIONS.

The subscriptions payable to the trade union shall be deducted by each employer weekly from the wages of each member of the union. The total amount thus collected shall be paid over to the Secretary of the local branch of the union.

22. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of employers and employees who are members of the employers' organisation and trade union, respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

23. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

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

Signed at Cape Town, on behalf of the parties, on this sixth day of May, 1952.

C. McLACHLAN,
Chairman of the Council.
FRANK C. GALLANT,
Vice-Chairman of the Council.
HAROLD J. LAITE,
Secretary to the Council.

ANNEXURE A.

MEMORANDUM OF AN AGREEMENT

made and entered into by and between

The National Industrial Council for the Biscuit Manufacturing Industry of South Africa,

of the one part, and the

Secretary for the time being of the Board of Executors,
Cape Town,

acting herein for and on behalf of the said company in terms of a resolution of its Board of Directors at a meeting thereof held at Cape Town on the 27th day of November, 1947.

Whereas a certain employers' organisation, namely—

The National Association of Biscuit Manufacturers of South Africa

and a certain employees' organisation, namely—

The National Union of Operative Biscuit Makers and Packers of South Africa,

welke werkgewersorganisasie en werknemersorganisasie die partye is by die genoemde Nywerheidsraad, en 'n sekere Siektebystand-fondsooreenkoms gesluit het waarvan 'n afskrif hieraan geheg is;

En nademaal dit onder sekere omstandighede nodig kan word om die Siektebystandfonds te laat beheer of likwideer, vir sodanige noodsaaklikheid voorsiening gemaak word in klousule 10 (14) van genoemde Siektebystandfondsooreenkoms.

En nademaal dit in klousule 10 (14) van die genoemde Siektebystandfondsooreenkoms beoog word dat die genoemde maatskappy, handelende deur sy destydse sekretaris, as kurator kragtens die genoemde ooreenkoms moet optree en dit wenslik is dat deur die partye daarby 'n ooreenkoms gesluit sal word;

So is dit dat hierby soos volg ooreengekom en gekontraakteer word:—

1. Die Sekretaris van die genoemde „Board of Executors”, Kaapstad, en sy opvolger of opvolgers in die amp, hierby aangestel word as kurator vir die volgende doeleindes:—

- (i) Die beheer van die fonds wanneer die Raad ophou om te werk gedurende 'n tydperk waarin die Ooreenkoms bindend bly ooreenkomstig artikel 34 (2) van die Nywerheids-versoeningwet, 1937, in welke geval die kurator die fonds moet beheer ooreenkomstig die bepalings van die Ooreenkoms en die Raad se reglement totdat die ooreenkoms verval, wanneer die fonds gelikwideer moet word;
- (ii) die likwidasië van die fonds op die wyse in klousule 10 (14) van die ooreenkoms uiteengesit, wanneer enige van die omstandighede wat in genoemde klousule genoem word, ontstaan.

2. Die besoldiging van die kurator moet dié wees waarop die partye hierby by onderlinge ooreenkoms besluit, maar moet hoogstens vyf persent (5%) bedra van die bedrag wat deur die kurators kragtens die Siektebystandfondsooreenkoms ontvang en beheer is.

3. Die kurator wat hierby vir homself en sy opvolger of opvolgers in die amp aangestel word, aanvaar die kuratorskap wat aan hom opgedra word en onderneem om die kuratorskap wat aan hom opgedra word getrou en ywerig uit te voer en ooreenkomstig die genoemde Siektebystandfondsooreenkoms as en wanneer vereis kragtens die genoemde ooreenkoms.

4. Afskrifte van die finale likwidasierekening en/of beheer-rekening moet aan die Sekretaris van Arbeid verstrekkend word.

Namens die Nasionale Nywerheidsraad vir die Biskuitvervaardigingsnywerheid van Suid-Afrika, hede die 7de dag van Maart 1952 in Kaapstad onderteken.

C. McLACHLAN,
Voorsitter van die Raad.
FRANK C. GALLANT,
Ondervoorsitter van die Raad
HAROLD J. LAITE,
Sekretaris van die Raad.

Namens die „Board of Executors”, Kaapstad, deur twee van sy direkteure en deur sy sekretaris, hede die 7de dag van Maart 1952, in Kaapstad, kragtens voornoemde dierkteursbesluit, van welke besluit 'n gesertifiseerde afskrif hieraan geheg is, onderteken.

A. MARÉ,
Direkteur van die „Board of Executors”.
O. MARAIS,
Direkteur van die „Board of Executors”.
C. P. GAIN,
Sekretaris van die „Board of Executors”.

* No. 1868.] [15 Augustus 1952.
WET OF FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BESKUITVERVAARDIGINGSNYWERHEID.— UNIE VAN SUID-AFRIKA.

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 Beskuitvervaardigingsnywerheid, bekendgemaak by Goewermments-kennisgewing No. 1867 van 15 Augustus 1952, nie vir die persone, wie se werksure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Sick Benefit Fund Agreement a copy of which is attached hereto.

And whereas in certain contingencies it may be necessary to have the sick benefit fund administered or liquidated and provision is made for such contingencies in clause 10 (14) of the Sick Benefit Fund Agreement.

And whereas in clause 10 (14) of the said Sick Benefit Fund Agreement it is contemplated that the said company, acting by its secretary for the time being, should act as trustee in terms of the said Agreement and it is expedient that an agreement should be entered into between the parties thereto.

Now, therefore, it is hereby agreed and contracted as follows:—

1. The Secretary of the said Board of Executors, Cape Town, and his successor or successors in office, is hereby appointed as trustee for the purpose of—

- (i) the administration of the fund if the Council ceases to function during any period during which the Agreement remains binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1937, in which event the trustee shall administer the fund in accordance with the provisions of the agreement and the rules of the council until the agreement expires when the fund shall be liquidated;
- (ii) the liquidation of the fund in the manner set out in clause 10 (14) of the Agreement whenever any of the conditions set out in the said clause, set in.

2. The remuneration of the trustee shall be such as may be mutually agreed upon between the parties hereto, but it shall not exceed five per cent. (5%) of the amount received and administered by the trustee in terms of the Sick Benefit Fund Agreement.

3. The trustee herein appointed for himself and his successor or successors in office hereby accepts the trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Sick Benefit Fund Agreement as and when required in terms of the said Agreement.

4. Copies of the final liquidation account and/or administration account shall be furnished to the Secretary for Labour.

Signed at Cape Town on behalf of the National Industrial Council for the Biscuit Manufacturing Industry of South Africa on this 7th day of March, 1952.

C. McLACHLAN,
Chairman of the Council.
FRANK C. GALLANT,
Vice-Chairman of the Council.
HAROLD J. LAITE,
Secretary of the Council.

Signed on behalf of the Board of Executors, Cape Town, by two of its Directors and by its Secretary, in terms of the resolution of Directors aforementioned, on the 7th day of March, 1952, at Cape Town, a certified copy of which resolution is attached hereto.

A. MARÉ,
Director of Board of Executors.
O. MARAIS,
Director of Board of Executors.
C. P. GAIN,
Secretary of the Board of Executors.

* No. 1868.] [15 August 1952.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BISCUIT MANUFACTURING INDUSTRY.—UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Biscuit Manufacturing Industry, published under Government Notice No. 1867 of the 15th August, 1952, 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.