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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1746.] [28 October 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

BAKING AND/OR CONFECTIONERY INDUSTRY, DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry, shall be binding from the first day of November, 1960, and for the period ending two years from the said date, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3, to 19 (inclusive) and 21 to 23 (inclusive), of the said Agreement shall be binding from the first day of November, 1960 and for the period ending two years from the said date upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda and Pinetown; and

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Inanda and Pinetown and from the first day of November, 1960 and for the period ending two years from the said date, the provisions contained in clauses 3 to 5 (5) (e) (inclusive), 6 to 17 (inclusive), 19, 21 and 22 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1746.] [28 Oktober 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

BAK- EN/OF BANKETNYWERHEID, DURBAN, INANDA EN PINETOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak-en/of Banketnywerheid betrekking het, vanaf 1 November 1960 en vir die tydperk wat twee jaar vanaf genoemde datum 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 paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms vanaf 1 November 1960 en vir die tydperk wat twee jaar vanaf genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Durban, Inanda en Pinetown; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 5 (5) (e), 6 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms vanaf 1 November 1960 en vir die tydperk wat twee jaar vanaf genoemde datum eindig, in die landdrosdistrikte Durban, Inanda en Pinetown *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY (DURBAN, INANDA AND PINETOWN.)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

Natal Master Bakers' Association

(hereinafter referred to as the "employers" or the "employers' organization"), of the one part, and the

National Baking Industrial Union, Natal Branch

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

being the parties to the Industrial Council for the Baking and/or Confectionery Industry (Durban, Inanda and Pinetown).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are members of the employers' organization and are engaged in the Baking and/or Confectionery Industry, and by all employees who are members of the trade union and are employed in the said Industry in the Magisterial Districts of Durban, Inanda and Pinetown, and for whom remuneration is prescribed in this Agreement provided that the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION.

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 such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; words importing the masculine gender include females: For the purpose of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"apprentice" means an employee bound by a contract of apprenticeship registered under the Apprenticeship Act, 1944, or in terms of the Masters and Servants Act;

"baking" means making or mixing and processing of dough by hand or machine and the baking of dough or bread;

"Baking and/or Confectionery Industry" means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale and all operations incidental thereto or consequent thereon;

"bread", without limiting its ordinary meaning, includes buns, rolls and fancy bread;

"Casual employee" means an employee who is employed by the same employer for not more than three days in any week;

"clerical employee" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone operator, but does not include a factory clerk, foreman or inspector or any other class of employee elsewhere defined in this clause, notwithstanding that clerical work may form an operation of such employee's work;

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

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

"clerical employee, qualified, female," means a female clerical employee who has had not less than three years' experience as a clerical employee;

"clerical employee, unqualified, female," means a female clerical employee who has had less than three years' experience as a clerical employee;

"confectionery" without limiting its ordinary meaning, includes rolls, kitkes, cakes, hand-made biscuits, pastries, rusks, pastries, pies, sausage rolls, scones and yeast raised goods other than bread;

"Council" means the Industrial Council for the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, registered in terms of the Industrial Conciliation Act, 1956.

"counterhand" means an employee, other than a cashier, who is wholly or mainly engaged at a counter in selling bread and/or confectionery, making up orders, and receiving cash;

"counterhand, qualified, female," means a female counterhand who has had not less than three years experience in the handling of the products of the Baking and/or Confectionery Industry;

"counterhand, unqualified, female," means a female counterhand who has had less than three years experience in the Baking and/or Confectionery Industry;

BYLAE.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET-NYWERHEID (DURBAN, INANDA EN PINETOWN).

OOREENKOMS

kragtens die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit deur die

Natal Master Bakers' Association

(hier onder die werkgewers of die werkgewersorganisasie genoem), aan die een kant, en die

National Baking Industrial Union, Natal Branch

(hier onder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Durban, Inanda en Pinetown).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en die bak- en/of banketnywerheid uitoefen, asook deur alle werknemers vir wie besoldiging in hierdie Ooreenkoms voorgeskryf word en wat lede van die vakvereniging is en in genoemde nywerheid in diens is in die landdrosdistrikte Durban, Inanda en Pinetown; met dien verstande dat dit slegs van toepassing is op vakleerlinge vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of 'n kontrak of voorwaardes wat daarkragtens aangegaan is nie.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het uitdrukkings in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956, bepaald is, dieselfde betekenis as in die Wet, en verwysings na 'n wet sluit ook wysigings daarvan in; woorde wat die manlike geslag aandui, sluit ook vrouens in. Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is; voorts, tensy dit strydig met die samehang is, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; „vakleerling" 'n werknemer gebind kragtens 'n leerlingkontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, of kragtens die Here en Diensbodes Wet;

„bak" die maak of meng en bewerk van deeg met die hand of masjien en die bak van deeg of brood;

„Bak en/of Banketnywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is vir die maak of vervaardiging van brood en/of banket vir verkoop, asook alle werksaamhede wat daarmee gepaard gaan of daaruit voortvloei;

„brood" sonder om die gewone betekenis daarvan te beperk, sluit rolletjies, bolletjies en luuksebrood in;

„Los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„klerklike werknemer" 'n werknemer wat skryf-, tik-, liaseer- of enige ander vorm van klerklike werk verrig en omvat 'n kassier en 'n telefonis, maar omvat nie 'n fabrieksklerk, voor-man of inspekteur of enige ander klas werknemer wat elders in hierdie klausule omskryf word nie, ondanks die feit dat klerklike werk 'n werksaamheid van so 'n werknemer se werk kan uitmaak;

„klerklike werknemer, gekwalifiseer, manlik," 'n klerklike werknemer met minstens vyf jaar ondervinding as 'n klerklike werknemer;

„klerklike werknemer, ongekwalifiseer, manlik," 'n manlike klerklike werknemer met minder as vyf jaar ondervinding as 'n klerklike werknemer;

„Klerklike werknemer, gekwalifiseer, vroulik," 'n vroulike klerklike werknemer met minstens drie jaar ondervinding as 'n klerklike werknemer;

„klerklike werknemer, ongekwalifiseer, vroulik," 'n vroulike klerklike werknemer met minder as drie jaar ondervinding as 'n klerklike werknemer;

„banket" sonder om die gewone betekenis daarvan te beperk, sluit in rolletjies, kitkes, koek, handgemaakte beskuitjies, pastei, beskuit, vleispasteitjies, tert, worsrolletjies, botterbroodjies en gebak sonder deeg gemaak, brood uitgesonderd;

„Raad" die Nywerheidsraad vir die Bak- en Banketnywerheid, Durban, Inanda en Pinetown, geregistreer kragtens die Wet op Nywerheidsversoening, 1956;

„toonbankbediende" 'n werknemer behalwe 'n kassier wat uitsluitlik brood en/of banket oor die toonbank verkoop, bestellings bymekaar maak en kontant ontvang;

„toonbankbediende, gekwalifiseer, vroulik," 'n vroulike toonbankbediende met minstens drie jaar ondervinding in die hanter van die produkte van die Bak- en/of Banketnywerheid;

„toonbankbediende, ongekwalifiseer, vroulik," 'n vroulike toonbankbediende met minder as drie jaar ondervinding in die Bak- en/of Banketnywerheid;

„toonbankbediende, gekwalifiseer, manlik," 'n manlike toonbankbediende met minstens vyf jaar ondervinding in die Bak- en/of Banketnywerheid;

"counterhand, qualified, male," means a male counterhand who has had not less than five years' experience in the Baking and/or Confectionery Industry;

"counterhand, unqualified, male," means a male counterhand who has had less than five years' experience in the Baking and/or Confectionery Industry;

"decorator icer" means an employee exclusively employed in ornamenting or icing wedding cakes, birthday cakes and christening cakes;

"delivery employees" means an employee, other than a van salesman or van salesman's assistant, who delivers, from an establishment, bread and/or confectionery on foot or by means of a bicycle, tricycle or hand-propelled vehicle or any type of two or three wheeled motor cycle and who may collect cash in the case of C.O.D. sales and accept written orders and who may canvass for orders;

"despatch clerk" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, issuing, checking, assembling and packing of bread and/or confectionery;

"assistant despatch clerk" means an employee who, under the supervision of an employer, foreman, baker, confectioner or despatch clerk is engaged in receiving, checking, assembling and/or packing bread and/or confectionery for despatch or delivery from an establishment;

"dough" means the production of the admixture by hand and/or machine of two or more of any of the ingredients used in the production of bread and/or confectionery.

"factory clerk" means an employee other than a clerical employee, storeman or packer, who is wholly or mainly engaged in one or more of the following operations:—

- (a) Issuing and recording labels;
- (b) assembling orders and rough invoicing;
- (c) recording quantities and/or weight of goods consumed;
- (d) weighing goods (other than on a set scale);
- (e) recording the times worked by employees under supervision and direction of the foreman;

and generally assisting a storeman or despatch clerk, and includes an employee who is responsible for receiving, checking and recording the off-loading of goods;

"foreman" means an employee who is a journeyman in charge of the employees on a shift, who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"general assistant/driver" means an employee, other than a van salesman, who is engaged in driving a motor vehicle other than a motor bicycle, motor tricycle, motor scooter or similar vehicle.

"grade I employee" means an employee, other than a journeyman, who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Controlling the loading and unloading of bread and confectionery into ovens by the use of a peel;
- (2) finishing off, decorating and icing cakes other than birthday cakes, christening cakes and wedding cakes;
- (3) mixing the ingredients to make dough;
- (4) regulating temperatures of ovens for the baking of bread and/or confectionery;
- (5) baking bread and/or confectionery.

"grade II employee" means an employee, other than a journeyman who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Baking by means of a hot plate;
- (2) cooking doughnuts;
- (3) cutting back or knocking back dough by hand;
- (4) moulding, shaping or plaiting of dough by hand;
- (5) operating a mechanical divider;
- (6) weighing cake batter into receptacles for baking.

"grade III employee" means an employee, other than a journeyman who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Filling cream buns, doughnuts, etc., by hand;
- (2) wrapping individual articles of confectionery;
- (3) knocking back dough by machine;
- (4) repairing bicycles;
- (5) greasing and oiling machines and/or vehicles;
- (6) making baking tins.

"grade IV employee" means an employee, other than a journeyman who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Cooking meat and vegetables;
- (2) counting and packing bread and/or confectionery under the supervision of a despatch clerk or an assistant despatch clerk for the rough assembly of cake and bread orders;
- (3) cutting of cakes into shapes by means of a template;
- (4) cutting or splitting of buns, doughnuts, etc., for creaming;
- (5) firing boilers and maintaining the water level of steam pressure in boilers;

"toonbankbediende, ongekwalifiseer, manlik," 'n manlike toonbankbediende met minder as vyf jaar ondervinding in die Bak- en/of Banketnywerheid;

"versierdier-versuikeraar" 'n werknemer wat uitsluitlik in diens is om troukoeke, verjaardagkoeke en doopkoeke te versier of met versiersuiker te versier;

"aflerwingsbediende" 'n werknemer uitgesonderd 'n bestelwbediende of bestelwbediende se helper, wat vanuit 'n bedryfsinrigting, brood en/of banket te voet of deur middel van 'n trapfiets, driewiel of stootkar of enige tipe twee- of driewielmotorfiets aflerw en wat kontant in die geval van K.B.A.-verkope kan invorder en skriftelike bestellings aanneem en wat bestellings kan werf;

"versendingsklerk" 'n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en verantwoordelik is vir die ontvang, bère, uitreik, natel, bymekaarmaak en verpakking van brood en/of banket;

"assistent-versendingsklerk" 'n werknemer wat onder toesig van 'n werkgewer, voorman, bakker, banketbakker of versendingsklerk brood en koek ontvang, natel, bymekaarmaak en/of verpak vir versending of aflerwing vanuit 'n bedryfsinrigting;

"deeg" die produk van die vermenging met die hand en/of masjien van twee of meer van die bestanddele wat gebruik word om brood en/of banket te maak;

"fabrieksklerk" 'n werknemer, behalwe 'n klerklike werknemer, magasynmeester of verpakker, wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (a) Etikette uitreik en daarvan aantekening hou;
- (b) bestellings bymekaarmaak en ru-faktuurwerk doen;
- (c) aantekening hou van hoeveelhede en/of gewigte van goedere wat verbruik word;
- (d) goedere afweeg (maar nie op 'n gestelde skaal nie);
- (e) onder toesig en aanwysing van die voorman aantekening hou van die tye wat deur werknemers gewerk word;

en wat oor die algemeen 'n stoorman of versendingsklerk help en sluit 'n werknemer in wat verantwoordelik is vir die ontvang, natel en aantekening hou van die aflaai van goedere;

"voorman" 'n werknemervakman met beheer oor werknemers op skofwerk en wat verantwoordelik is vir die behoorlike verrigting deur hulle van hul werk.

"algemene hulp/drywer" 'n werknemer, uitgesonderd 'n bestelwbediende wat 'n motorvoertuig dryf, uitgesonderd 'n motorfiets, motordriewiel, bromponie of dergelike voertuig;

"graad I-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van ondergenoemde werksaamhede verrig:—

- (1) Die insit en uithaal van brood en banket in oonde deur middel van 'n skieter kontroleer;
- (2) koeke, uitgesonderd verjaarsdag-, doop- en troukoeke afwerk, versier en met versiersuiker versier;
- (3) bestanddele meng om deeg te maak;
- (4) temperature van oonde reël vir die bak van brood en/of banket;
- (5) brood en/of banket bak;

"graad II-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van ondergenoemde werksaamhede verrig:—

- (1) Met 'n warm plaat bak;
- (2) oliebolle kook;
- (3) deeg met die hand terugsnij of terugklop;
- (4) deeg met die hand vorm of vleg;
- (5) 'n meganiese verdeler bedien;
- (6) koekdeeg in houers vir bak afweeg;

"graad III-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van ondergenoemde werksaamhede verrig:—

- (1) Roombolletjies, oliebolle, ens., volmaak;
- (2) afsonderlike stukke banket toedraai;
- (3) deeg met 'n masjien terugklop;
- (4) trapfietsse heelmaak;
- (5) masjiene en/of voertuie smeer en olie;
- (6) bakpanne maaak;

"graad IV-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van ondergenoemde werksaamhede verrig:—

- (1) Vleis en groente kook;
- (2) brood en/of banket onder die toesig van 'n versendingsklerk of assistent-versendingsklerk tel en verpak vir die voorlopige samestelling van koek- en broodbestellings;
- (3) koek in vorms sny deur middel van 'n koekdrukker;
- (4) bolletjies, oliebolle, ens., sny of in twee sny vir die opsit van room;
- (5) stoomketels stook en die waterstand of stoomdruk in ketels op peil hou;

- (6) labelling and wrapping of parcels;
- (7) loading of tins into a final prover;
- (8) operating hand bun-dividers and hand pie-machine;
- (9) operating hand filling machines;
- (10) continuous loading and unloading of mechanical ovens;
- (11) receiving dough and placing it into baking tins or receptacles;
- (12) separating whites of eggs from yolks;
- (13) sieving of flour by mechanical means;
- (14) tipping dough by mechanical means;
- (15) repairing punctures and inflating tyres;
- (16) weighing to a set scale or measure;
- (17) finishing snowballs and/or icing buns;
- (18) repairing, ironing and/or steam pressing protective clothing;

"handyman" means an employee other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment;

"journeyman" means an employee employed in the designated trades of baker and/or confectioner and who has completed a contract of apprenticeship recognised by the Council, or an employee who is over 21 years of age and is in possession of a certificate of competency, recognised or issued by the Council, enabling him to be employed as a journeyman;

"labourer" means an employee who is wholly or mainly engaged in one or more of the following or similar operations:—

- (1) Assembling cardboard containers;
- (2) beating up royal icing, water icing and stirring fondant, etc., by hand;
- (3) carrying, stacking and pushing;
- (4) cleaning and stoning fruit;
- (5) cleaning, sorting, cracking, or grinding nuts;
- (6) cleaning premises, vans, workshops, utensils, animals, vegetables and other articles;
- (7) cooking rations or making tea, coffee or similar beverages;
- (8) counting empty bags, bread or confectionery, but not for the execution of orders;
- (9) cutting up meat by hand;
- (10) delivering letters or messages;
- (11) feeding dough to a hopper or chute;
- (12) feeding dough to a rounder or moulder;
- (13) filling flour to bins, containers, mixing machines, or elevators;
- (14) gardening, hoeing, raking, digging, shovelling, cutting and planting under instructions;
- (15) greasing or preparing for use or washing or cleaning trays, tins, pans boxes, machines, utensils, flues, smokestacks and soot boxes, or other articles;
- (16) lime washing walls and structures;
- (17) lining of cake frames with paper;
- (18) loading and unloading;
- (19) opening and closing cocks and valves under instructions;
- (20) operating hand machines other than hand bun dividers and hand pie machines;
- (21) operating push button or similar switches under instructions;
- (22) placing tins, bread or other articles onto a conveyer;
- (23) preparing, carrying and feeding fuel to furnaces;
- (24) removing refuse and ashes;
- (25) sealing cartons and cardboard containers;
- (26) sieving of flour, chemicals, sugar or salt by hand;
- (27) sugaring of buns, doughnuts, etc., and sprinkling of poppy seed after washing;
- (28) washing, cleaning and cracking eggs;
- (29) washing protective clothing, etc.;
- (30) washing of bread, buns, etc., with water or other fluid;
- (31) docking and notching;
- (32) wrapping of labels round pies and/or placing pies into packets and sealing same;
- (33) placing finished confectionery into paper cups;
- (34) placing labels in bread and/or confectionery and/or boxes, tins, etc.;

"law" shall include the common law;

"mechanic or artisan" means an employee, other than a baker or confectioner, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

- (6) pakkette etiketteer en toedraai;
- (7) panne in laaste rysmasjien vul;
- (8) 'n handbolletjieverdeler en handpasteimasjien bedien;
- (9) 'n handvulmasjien bedien;
- (10) die ononderbroke laai en ontlai van meganiese oonde;
- (11) deeg ontvang en dit in bakpanne of houers insit;
- (12) wit en geel van eier skei;
- (13) meel met 'n masjien sif;
- (14) deeg met 'n masjien omkeer;
- (15) lekkie in binnebande heelmaak en bande oppomp;
- (16) op 'n gestelde skaal weeg;
- (17) sneeballe afwerk en/of bolletjies versuiker;
- (18) beskermende klere heelmaak, stryk en/of met 'n stoompers pers;

"handlanger" 'n werknemer, uitgesonderd 'n werktuigkundige, wat kleiner herstelwerkies en verstellings doen aan masjiene, installasie, geboue en ander uitrusting;

"vakman" 'n werknemer wat in die aangewese bedrywe van bakker en/of banketbakker in diens is en 'n vakleerling-skapkontrak wat die Raad erken, uitgedien het, of 'n werknemer bo 21 met 'n bekwaamheidsertifikaat wat deur die Raad uitgereik is of erken word en wat hom in staat stel om as vakman in diens geneem te word;

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

- (1) Kartonhouers inmekaarsit;
- (2) harde versiersel en waterversiersel opklop en fondant, ens. met die hand roer;
- (3) dra, opstapel en stoot;
- (4) vrugte skoonmaak en pitte uithaal;
- (5) neut skoonmaak, uitsoek, kraak en maal;
- (6) persele, bestelwaens, werkwinkels, gerei, diere, groente en ander artikels skoonmaak;
- (7) rantsoene kook of tee, koffie of soortkelyke drank maak;
- (8) leë sakke, brood of banket tel, maar nie vir die uitvoer van bestellings nie;
- (9) vleis met die hand opsnij;
- (10) briewe of boodskappe aflewer;
- (11) deeg in 'n vultregter of stortkoker voer;
- (12) deeg in 'n bolmasjien of vormmasjien voer;
- (13) meel in meelkaste, houers, mengmasjiene of hystoe-stelle voer;
- (14) tuinmaak, skoffel, hark, spit, sny en plant volgens instruksies;
- (15) bakke, blikke, panne, kiste, masjiene, gerei, vlamppype, skoorstene en roetvangers of ander artikel met vet insmeer, vir gebruik gereedmaak, was of skoonmaak;
- (16) mure en bouwerk afwit;
- (17) kookrame met papier uitvoer;
- (18) laai en aflaai;
- (19) krane en kleppe volgens instruksies oop- en toemaak;
- (20) handmasjiene, bolletjieverdelers en pasteimasjiene, bedien;
- (21) drukknopies en soortgelyke skakelaars volgens instruksies bedien;
- (22) blikke, brood en ander artikels op 'n vervoerband plaas;
- (23) brandstof voorberei en na oonde dra of daarin voer;
- (24) afval en as verwyder;
- (25) kartondose en -houers verseël;
- (26) meel chemikalieë, suiker of sout met die hand sif;
- (27) suiker strooi op bolletjies, oliebolle, ens., en strooi van papawersaad nadat dit natgemaak is;
- (28) eiers was, skoonmaak en kraak;
- (29) beskermende klere, ens., was;
- (30) brood, bolletjies, ens., met water of ander vloeistof natmaak;
- (31) kleiner sny en kepe in sny;
- (32) etikette om pasteie draai en/of pasteie in pakkies plaas en dit verseël;
- (33) klaargemaakte banket in papierkoppies plaas;
- (34) etikette aan brode en/of banket en/of kaste, blikke, ens., heg;

"wet" ook die gemeenreg;

"werktuigkundige of ambagsman" 'n werknemer, uitgesonderd 'n bakker of banketbakker, wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n ambag aangewys of geag aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat 'n bekwaamheidsertifikaat besit wat aan hom uitgereik is deur die Registrateur van Vakleerlinge kragtens artikel ses van die Wet op die Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom deur genoemde Registrateur uitgereik kragtens of artikel twee (7) of artikel sewe (3) van genoemde Wet;

"military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training or service for which he volunteers or which he elects to undergo;

"n.e.s." means an employee not elsewhere specified;

"night shift" means a shift of not more than eight hours, the whole or major portion of which falls between the hours of 10 p.m. and 6 a.m.;

"overseer" means an employee who supervises the van salesman of an establishment;

"assistant overseer" means an employee who assists the overseer in his duties;

"overtime" means any time worked in excess of the hours prescribed in sub-sections (1) and (5) of section 7;

"storeman" means an employee who takes charge of, receives and/or issues the materials or articles used in an establishment in baking, as herein defined, and/or for making confectionery;

"van" means an animal drawn or motor vehicle, other than any two or three wheeled cycle, used for the delivery of bread and/or confectionery;

"van salesman" means an employee who is in charge of a van delivering bread and/or confectionery and who is responsible for the loading and/or off-loading of such van and for the delivery and sale of such bread and/or confectionery and the cash proceeds thereof and for the cleanliness of his van and/or harness and equipment and who may in addition drive the van;

"van salesman's assistant" means an employee who accompanies a van salesman on his rounds and assist him in his duties other than driving a van;

"watchman" means an employee engaged in guarding premises, buildings, gates or other property.

4. REMUNERATION.

(1) The minimum rates at which remuneration, which includes cost-of-living allowance as prescribed in War Measure No. 43 of 1942, as amended, shall be paid by an employer to each member of the undermentioned classes of employees, shall be as follows, provided that, if, at any time, the allowances paid in terms of the said War Measure are increased, any such increase shall be added to the rates of remuneration hereinafter provided:—

	Per Week.
	£ s. d.
Foreman	13 10 0
Journeyman	11 10 0
Mechanic	11 10 0
Decorator	11 0 0
Overseer	11 0 0
Assistant overseer	9 5 0
Despatch clerk:—	
On engagement	9 10 6
After two years' service	10 9 0
Assistant despatch clerk:—	
On engagement	4 18 0
After two years' service	5 6 0
Van salesman:—	
On engagement	7 0 0
After four years' service	8 15 0
Van salesman's assistant:—	
Under eighteen years of age	2 2 0
Eighteen years of age or over	3 3 0
Clerical employee, cashier, counterhand, storeman:—	
Male qualified	10 9 0
During first year of experience	3 15 0
During second year of experience	5 0 0
During third year of experience	6 5 0
During fourth year of experience	7 10 0
During fifth year of experience	8 10 0
Clerical employee, cashier, storeman, counterhand:—	
Female, qualified	7 9 6
During first year of experience	3 18 0
During second year of experience	4 15 0
During third year of experience	5 18 6
Grade I employee	5 0 0
Grade II employee	4 10 0
Grade III employee	3 10 0
Grade IV employee	3 6 0
Handyman	6 9 0
General assistant	6 9 0
Delivery employee:—	
(a) delivery on foot, bicycle, tricycle or hand-propelled vehicle	3 6 0
(b) delivery by two or three wheeled motor cycle	3 15 0
Factory clerk	5 6 0
Watchman	3 6 0
Labourer:—	
Under eighteen years of age	2 2 0
Eighteen years of age or over	3 3 0
Not elsewhere specified	4 7 6

For the purposes of this sub-section "service" shall mean continuous service in a particular grade and with the same employer, and the service allowance shall not be transferable on leaving employment with that employer.

"militêre opleiding" ononderbroke opleiding wat 'n werknemer verplig word om te ondergaan kragtens artikel *een-en-twintig* (1) gelees met subartikel (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, maar omvat nie opleiding of diens waarvoor hy hom vrywillig aanmeld of uit eie keuse ondergaan nie.

"n.e.g." 'n werknemer nie elders genoem nie;

"nagskof" 'n skof van hoogstens agt uur waarvan die hele of grootste gedeelte tussen die ure 10 nm. en 6 vm. val;

"opsigter" 'n werknemer wat toesig hou oor die bestelwabediendes van 'n inrigting;

"opsigtershulp" 'n werknemer wat die opsigter in sy werk behulpsaam is;

"oortyd" alle werktyd bo dié wat in subklousules (1) en (5) van klousule 7 voorgeskryf word;

"stoorman" 'n werknemer wat die materiaal en/of artikels wat in 'n inrigting gebruik word vir bak, soos hierin omskryf, en/of die maak van banket, beheer, ontvang en/of intrek;

"bestelwa" 'n diere- of motorvoertuig, uitgesonderd 'n twee- of driewiel fiets, wat gebruik word vir die aflewering van brood en/of banket;

"bestelwabediende" 'n werknemer met beheer oor 'n bestelwa wat brood en/of banket aflewer, wat verantwoordelik is vir die laai en/of aflaai van die bestelwa en die aflewering en verkoop van die brood en/of banket en die kontant wat ingevorder word, en vir die sindelikeit van sy bestelwa en of tuie en toerusting en wat ook die bestelwa kan bestuur;

"bestelwabediende se assistent" 'n werknemer wat 'n bestelwabediende op sy rondes vergesel en met sy werksaamhede help, uitgesonderd die bestuur van die bestelwa;

"wag" 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak.

4. BESOLDIGING.

(1) Die minimum skale waarteen besoldiging, wat lewenskoste-toelae insluit soos voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig, deur 'n werkgewer aan elke lid van ondergenoemde klasse werknemers betaal moet word, is soos volg, met dien verstande dat indien die toelae wat ingevolge genoemde Oorlogsmaatreël betaal word, te enigertyd verhoog word, enige sodanige verhoging gevoeg moet word by die skale van besoldiging wat hier onder bepaal word:—

	Per week.
	£ s. d.
Voorman	13 10 0
Vakman	11 10 0
Werktuigkundige	11 10 0
Versierder-versuikeraar	11 0 0
Opsigter	11 0 0
Assistent-opsigter	9 5 0
Versendingsklerk:—	
By indiensneming	9 10 6
Na twee jaar diens	10 9 0
Assistent-versendingsklerk:—	
By indiensneming	4 18 0
Na twee jaar diens	5 6 0
Bestelwabediende:—	
By indiensneming	7 0 0
Na vier jaar diens	8 15 0
Bestelwabediende se assistent:—	
Onder 18 jaar	2 2 0
18 jaar of ouer	3 3 0
Klerklike werknemer, kassier, toonbankbediende, stoorman:—	
Man, gekwalifiseer	10 9 0
Gedurende eerste jaar ondervinding	3 15 0
Gedurende tweede jaar ondervinding	5 0 0
Gedurende derde jaar ondervinding	6 5 0
Gedurende vierde jaar ondervinding	7 10 0
Gedurende vyfde jaar ondervinding	8 10 0
Klerklike werknemer, kassier, stoorman, toonbankbediende:—	
Vrou, gekwalifiseer	7 9 6
Gedurende eerste jaar ondervinding	3 18 0
Gedurende tweede jaar ondervinding	4 15 0
Gedurende derde jaar ondervinding	5 18 6
Graad I-werknemer	5 0 0
Graad II-werknemer	4 10 0
Graad III-werknemer	3 10 0
Graad IV-werknemer	3 6 0
Handlanger	6 9 0
Algemene hulp	6 9 0
Afleweringbediende:—	
(a) Aflewering te voet, met trapfiets, driewiel of stootkar	3 6 0
(b) Aflewering met twee- of driewielmotorfiets	3 15 0
Fabrieksklerk	5 6 0
Wag	3 6 0
Arbeider:—	
Onder 18 jaar	2 2 0
18 jaar of ouer	3 3 0
Nie elders genoem nie	4 7 6

Vir die toepassing van hierdie subklousule beteken "diens" onafgebroke diens in 'n besondere graad by dieselfde werkgewer, en die dienstoelae is nie by diensbeëindiging oordraagbaar nie.

Provided that a labourer engaged in removing emptying, cleaning or replacing sanitary pails, shall be paid the sum of two shillings and sixpence per week in addition to the weekly wage prescribed for a labourer.

Casual employee.—A casual employee shall be paid for each day or part of a day of employment not less than one-fifth of the weekly wage prescribed for the occupation in which he is employed.

(2) **Basis of Contract.**—For the purpose of this clause the basis of contract of employment of an employee other than a casual employee shall be weekly and save as provided in sub-clause (3) and in clause 5 (6), an employee shall be paid in respect of a week not less than the fully weekly wage prescribed in sub-clause (1) for an employee of his class and area whether or not he has in that week worked the maximum number of ordinary hours prescribed in sub-clauses (1) and (5) of clause 7.

(3) **Differential Wage.**—An employer who requires or permits a member of one class of his employees, other than a labourer, to perform for longer than one hour in the aggregate on any day, and an employer who requires or permits his labourer to perform for any period on any day either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—

- (i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;
- (ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area plus thirty per cent divided by the number of ordinary hours worked by such employee in a week;

Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1): Provided that where the sole difference between classes is in terms of sub-clause (1), based on experience, sex or age the provisions of this sub-clause shall not apply.

(4) **Bicycle Allowance.**—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay to him—

- (a) in the case of an employee, other than a casual employee, not less than two shillings and sixpence per week;
- (b) in the case of a casual employee, not less than sixpence per day;

In addition to the wage prescribed in sub-clause (1) for an employee of his class.

(5) In this Agreement all wages prescribed are minimum wages and do not prevent the payment of higher wages, and nothing in this Agreement shall operate to reduce remuneration which was being paid to an employee prior to the date of this Agreement.

5. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash weekly during employees' working hours, provided that, where an employer and employee agree, remuneration may be paid fortnightly or monthly, in which event the fortnightly or monthly remuneration payable shall be not less than the weekly wage multiplied by two or four and one-third respectively.

The remuneration due to each of the employees shall be contained in a sealed envelope or container on which shall be reflected or which shall be accompanied by a statement showing the employer's name and employee's name or number, payments for ordinary time, overtime, Sunday pay and holiday pay and the amount of authorised deductions.

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

(3) **Board and Lodging.**—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge with him or any other person or at any place nominated by him.

(4) **Premiums.**—No payment shall be made to or accepted by an employer, either directly or indirectly in respect of the employment or training of an employee.

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

- (a) With the consent of the employee, deductions for holiday, sick, insurance, provident, pension funds, or any taxes due in terms of the Natives Taxation and Development Act, No. 41 of 1925, as amended;

Met dien verstande dat aan 'n arbeider wat nagemmers verwyder, leegmaak, skoonmaak of vervang twee sjielings en ses pennies per week bo en behalwe die weekloon wat vir 'n arbeider voorgeskryf is, betaal moet word.

Los werknemer.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon wat voorgeskryf is vir die werk waarin hy diens doen, betaal word.

(2) **Kontrakbasis.**—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens soos bepaal in subklousule (3) en in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word soos in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, of hy in daardie week die maksimum getal gewone ure, soos voorgeskryf in subklousule (1) en (5) van klousule 7 gewerk het, of nie.

(3) **Differensiële loon.**—'n Werkgewer wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n arbeider, vereis of hom toelaat om altesame vir meer as een uur op 'n dag, en 'n werk-gewer wat van sy arbeider vereis of hom toelaat om op 'n dag, hetsy behalwe sy eie werk, of in vervanging daarvan, werk van 'n ander klas te verrig waarvoor of—

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

in subklousule (1) voorgeskryf word, moet die werknemer vir al die gewone werkure van die inrigting op daardie dag betaal word—

- (i) in die geval wat in paragraaf (a) genoem word, vir elke uur teen die hoër weekloon gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word;
- (ii) in die geval wat in paragraaf (b) genoem word, vir elke uur teen die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word plus dertig persent, gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word;

met dien verstande dat so 'n werknemer nie vir die dag waarop hy sodanige werk verrig, op 'n groter bedrag geregtig sal wees as die bedrag wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het teen die skaal wat vir hom in subklousule (1) voorgeskryf word nie; met dien verstande dat indien die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) **Fietstoelae.**—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets vir die verrigting van sy werk te gebruik, moet hom die volgende betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, minstens twee sjielings en ses pennies per week;
- (b) in die geval van 'n los werknemer, minstens ses pennies per dag;

bo en behalwe die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) Al die lone wat in hierdie Ooreenkoms voorgeskryf word, is minimum lone, en niks in hierdie ooreenkoms kan die besoldiging wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, nie verlaag nie.

5. BETALING VAN BESOLDIGING.

(1) Besoldiging moet weekliks gedurende werknemers se werk-ure in kontant betaal word; met dien verstande dat wanneer 'n werkgewer en werknemer aldus ooreenkom, besoldiging elke veertien dae, of maandeliks betaal kan word, wanneer die veertien-daagse, of maandelikse besoldiging wat betaal moet word, minstens onderskeidelik die weekloon vermenigvuldig met twee of met vier en een derde moet wees.

Die betaling aan elke werknemer verskuldig moet in 'n verseelde kovert of houer wees waarop aangeteken moet wees of wat vergesel moet gaan van 'n staat met, daarop, die werkgewer se naam en die werknemer se naam of nommer, betalings vir gewone tyd, oortyd, betaling vir Sondag en vir vakansiedae, en die bedrag aan gemagtigde aftrekkings.

(2) **Koop van goedere.**—'n Werkgewer mag nie vereis dat sy werknemer goedere van hom of van 'n winkel wat deur hom aangewys word, koop nie.

(3) **Kos en huisvesting.**—Behalwe soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom loseer of inwoon of by enige ander persoon of op enige plek wat deur hom aangewys word nie.

(4) **Premies.**—Geen regstreekse of onregstreekse betaling vir diensverskaffing aan, of opleiding van 'n werknemer mag aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(5) **Boetes en aftrekkings.**—'n Werkgewer kan 'n werknemer geen boetes ople of aftrekkings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- (a) Met die toestemming van die werknemer, aftrekkings vir verlof-, siekte-, versekering-, voorsorgs-, en pensioenfondse of belasting verskuldig ingevolge die Naturelle Belasting en Ontwikkeling Wet, No. 41 van 1925, soos gewysig;

- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) levies in terms of section 15 of this Agreement;
- (d) a deduction of any amount which an employer, by any law or any order of any competent court is required or permitted to make;
- (e) When an employee has agreed to board or lodge with his employer, a deduction not exceeding the amount specified hereunder shall be made:—

	Per Week.	Per Month.
(i) Board	8 0	1 14 8
(ii) Lodging	2 0	8 8
(iii) Board and lodging	10 0	2 3 4

- (f) with the written consent of the employee, deductions for subscriptions to a trade union registered in terms of the Act.

6. PROPORTION OR RATIO OF EMPLOYEES.

(1) In every establishment at least one foreman shall be employed on every shift.

(2) There shall be employed one journeyman on every shift before a grade I employee may be employed: Provided that a journeyman may be employed in preparing dough for a period not exceeding four hours before the commencement of the normal shift, such journeyman being permitted to cease work the equivalent number of hours before the end of the normal shift.

(3) For each foreman and a journeyman an employer may employ not more than four grade I employees, and for each additional journeyman employed in a shift not more than two additional grade I employees may be employed.

(4) For the purpose of sub-section (1) an employer who is wholly engaged in his own establishment may be reckoned as a foreman, provided he has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is engaged.

(5) Not more than one member of any firm or partnership shall, for the purposes of this section be considered an employer.

(6) An employer must employ one full-time overseer before assistant overseers can be employed.

(7) An employer shall not employ an unqualified female clerical employee unless he has in his employ a qualified female clerical employee and for each three or part of three qualified female clerical employees employed not more than two unqualified female clerical employees may be employed.

An employer shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee and for each qualified male clerical employee employed not more than one unqualified male clerical employee may be employed.

For the purpose of this clause—

- (a) an unqualified male clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male clerical employee may be reckoned as a qualified male clerical employee;
- (b) an unqualified female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified female clerical employee may be reckoned as a qualified female clerical employee;
- (c) a qualified female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male clerical employee may be reckoned as a qualified male clerical employee;
- (d) if the number of qualified male clerical employees employed by an employer exceeds the number of unqualified male clerical employees employed by him, such excess may be reckoned as qualified female clerical employees;
- (e) an employer who is wholly or mainly engaged in performing the work of a clerical employee may be deemed to be a qualified male or female clerical employee;

(8) A van salesman shall not be in charge of nor responsible for more than one van.

(9) For the purpose of the proportion of ratio of employees as provided for under this section a foreman who is away on annual leave or on sick leave shall be deemed to be present on a shift.

7. ORDINARY HOURS OF WORK AND OVERTIME.

(1) The ordinary hours of work of overseers, assistant overseers, van salesmen, van salesmen's assistants, delivery employees and general assistants, engaged in the delivery of bread and/or confectionery shall not exceed forty-eight in a week of not more than six working days, and the ordinary hours of work in any one day shall not exceed ten, excluding meal hours.

(b) behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n aftrekking eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die besoldiging wat die werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;

(c) aftrekkings ingevolge artikel 15 van hierdie Ooreenkoms;

(d) 'n aftrekking van enige bedrag wat 'n werkgever kragtens wet of 'n bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(e) wanneer 'n werknemer toegestem het om kos en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens ondergenoemde bedrae:—

	Per week.	Per maand.
	s. d.	£ s. d.
(i) Kos	8 0	1 14 8
(ii) Huisvesting	2 0	0 8 8
(iii) Kos en huisvesting	10 0	2 3 4

(f) met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld aan 'n vakvereniging geregistreer ingevolge die Wet.

6. GETALLEVERHOUDING VAN WERKNEMERS.

(1) In elke inrigting moet minstens een voorman op elke skof in diens wees.

(2) Daar moet 'n vakman op elke skof in diens wees voordat 'n graad I-werknemer in diens geneem mag word; met dien verstande dat 'n vakman vir hoogstens vier uur voor die normale begintyd van die skof deeg kan berei en dieselfde getal ure voor die normale ophoutyd van die skof kan ophou.

(3) Vir elke voorman en vakman kan 'n werkgever hoogstens vier graad I-werknemers in diens neem, en vir elke verdere vakman op 'n skof kan hoogstens twee verdere graad I-werknemers in diens geneem word.

(4) Vir die toepassing van subklousule (1) kan 'n werkgever wat uitsluitlik in sy eie inrigting diens doen, beskou word as 'n voorman, met dien verstande dat hy sy naam laat verskyn in die tyd- en loonregister en daarin duidelik die vak vermeld waarin hy werksaam is.

(5) Vir die toepassing van hierdie klousule kan hoogstens een lid van 'n firma of vennootskap as werkgever gereken word.

(6) 'n Werkgever moet een voltydse opsigter in diens hê voordat hy opsigterhelpers in diens kan hê.

(7) 'n Werkgever kan nie 'n ongekwalifiseerde vroulike klerklike werknemer in diens hê nie tensy hy 'n gekwalifiseerde vroulike klerklike werknemer in diens het, en vir elke drie of gedeelte van drie gekwalifiseerde vroulike klerklike werknemers in diens, kan hoogstens twee ongekwalifiseerde vroulike klerklike werknemers in diens wees.

'n Werknemer kan nie 'n ongekwalifiseerde manlike klerklike werknemer in diens hê nie tensy hy 'n gekwalifiseerde manlike klerklike werknemer in diens het en vir elke gekwalifiseerde manlike klerklike werknemer in sy diens, kan hoogstens een ongekwalifiseerde manlike klerklike werknemer in diens wees.

Vir die toepassing van hierdie klousule—

- (a) kan 'n ongekwalifiseerde manlike klerklike werknemer wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskryf word, as 'n gekwalifiseerde manlike klerklike werknemer gereken word;
- (b) kan 'n ongekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging ontvang wat in klousule 4 (1) vir gekwalifiseerde vroulike klerklike werknemer voorgeskryf word, as 'n gekwalifiseerde vroulike klerklike werknemer gereken word;
- (c) kan 'n gekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskryf word, as 'n gekwalifiseerde manlike klerklike werknemer gereken word;
- (d) as die getal gekwalifiseerde manlike klerklike werknemers by 'n werkgever in diens die getal ongekwalifiseerde manlike klerklike werknemers oortref, kan die verskil as gekwalifiseerde vroulike klerklike werknemers gereken word;
- (e) 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n klerklike werknemer verrig, kan as 'n gekwalifiseerde manlike of vroulike klerklike werknemer gereken word.

(8) 'n Bestelwabediende mag nie in beheer oor of verantwoordelik vir meer as een bestelwa wees nie.

(9) Vir die getalleverhouding soos in hierdie klousule voorgeskryf, word daar beskou dat 'n voorman wat met jaarlikse of siekteverlof afwesig is, op die skof teenwoordig is.

7. GEWONE WERKURE EN OORTYD.

(1) Die gewone werkure van opsigters, opsigterhelpers, bestelwabediendes, bestelwabediende se assistente, afleveringsbediendes en algemene helpers wat brood en/of banket aflewer, mag hoogstens agt-en-veertig in 'n week van hoogstens ses werkdag, en die gewone werkure op 'n dag mag, met uitsluiting van etensure, hoogstens tien wees.

(2) (a) For the purposes of delivery no employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Durban shall be required or permitted to leave the establishment before 6.30 a.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and 6 a.m. on Saturdays; and no employer and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Durban shall deliver, dispose of, transfer, remove, or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) south of a straight line running through the Illovo River Bridges and Odidini;
- (ii) west of a straight line running between Odidini and Umbumbulu;
- (iii) north-west of straight lines running between Umbumbulu and Mariannhill—Mariannhill and Sarnia Bridge—Sarnia Bridge and the junction of Jan Smuts Highway and Attercliffe Road;
- (iv) south-west of a straight line running between Attercliffe Road and Clermont;
- (v) south-west of a straight line running between Clermont and the Umzimyati Bus Rank;
- (vi) north-west of a straight line running between the Umzimyati Bus Rank and Inanda Catholic Mission;
- (vii) north of straight lines running between the Inanda Catholic Mission and the Saccharine Hotel, and the Saccharine Hotel and Umhlanga Rocks.

All persons referred to in paragraph (a) hereof shall return to the establishment by 4 p.m. on Mondays to Saturdays inclusive, after which time no deliveries shall be made.

(2) (b) For the purposes of delivery no employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Inanda shall leave or be required to leave the establishment before 5 a.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays; and no employer and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Inanda shall deliver, dispose of, transfer, remove or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) south of straight lines from the northern boundary of the Pinetown Magisterial District, running east to the Inanda Catholic Mission, the Inanda Catholic Mission to the Saccharine Hotel, and the Saccharine Hotel to Umhlanga Rocks.

All persons referred to in paragraph (b) hereof shall return to the establishment by 4 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays after which time no deliveries shall be made.

(2) (c) For the purposes of delivery no employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Pinetown shall leave or be required to leave the establishment before 6 a.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays; and no employer and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Pinetown shall deliver, dispose of, transfer, remove or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) east of straight lines running between Odidini—Umbumbulu, Umbumbulu—Northdene Bridge, Northdene Bridge—Nelson's Quarries;
- (ii) east of straight lines running between Nelson's Quarries—Clermont, Clermont—Umzimyati Bus Rank, Umzimyati Bus Rank—Inanda Catholic Mission;
- (iii) north of a straight line running east between the northern boundary of the Pinetown Magisterial District and the Inanda Catholic Mission.

All persons referred to in paragraph (c) hereof shall return to the establishment by 4 p.m., on Mondays to Saturdays inclusive, after which time no deliveries shall be made.

(3) No employer engaged and no person employed in the Industry shall deliver, sell or hand over to any person any bread and/or confectionery on a Sunday or public holiday except where such public holiday falls on a Saturday or Monday.

(4) For the purposes of selling or handing over, no employer engaged and no person employed in the Baking Industry, in the Magisterial Districts of Durban and Pinetown, shall sell or hand over the counter any bread and/or confectionery before 5.30 a.m. from Monday to Friday inclusive, or before 5 a.m. on a Saturday.

(5) For all employees other than watchmen and those specified in sub-clause (1) of this clause, the ordinary hours of work shall not exceed forty-six in any one week of not more than six working days. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals, as set out in sub-clause (5), and shall not exceed—

- (a) in the case of a factory in which a six-day week is observed—
 - (i) forty-six hours in any week from Monday to Saturday inclusive;
 - (ii) eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work do not exceed forty-six in any week;

(2) (a) Vir doeleindes van aflewering mag geen werkgewer in die Bak- en/of Banketnywerheid en geen werknemer in diens in genoemde nywerheid in die landdrosdistrik Durban verplig of toegelaat word om die inrigting voor 6.30 vm., op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae en 6 vm., op Saterdag te verlaat nie, en geen werkgewer en geen persoon in diens in die Bak- en/of Banketnywerheid in die landdrosdistrik Durban mag brood en/of banket soos volg deur middel van 'n motor- of diervoertuig aflewer, daarvoor beskik, oorplaas, verwyder of vervoer nie—

- (i) suid van 'n reguit lyn wat deur die Illovorivierbrugge en Odidini loop;
- (ii) wes van 'n reguit lyn tussen Odidini en Umbumbulu;
- (iii) noordwes van reguit lyne tussen die volgende nie:—
Umbumbulu en Marianhill—Marianhill en Sarniabrug—Sarniabrug en die sameloop van Jan Smutshoofpad en Attercliffeweg;
- (iv) suidwes van 'n reguit lyn tussen Attercliffe-weg en Clermont;
- (v) suidwes van 'n reguitlyn tussen Clermont en die Umzimyati-busstaanplek;
- (vi) noordwes van 'n reguit lyn tussen Umzimyati-busstaanplek en Inanda-Katolieke Sendingstasie;
- (vii) noord van reguit lyne tussen die Inanda-Katolieke Sendingstasie en die Saccharine Hotel, en die Saccharine Hotel en Umhlanga Rocks.

Alle persone genoem in paragraaf (a) hiervan moet op Maandae tot en met Saterdag om 4 nm., na die inrigting terugkeer, waarna geen afleweringe moet geskied nie.

(2) (b) Vir doeleindes van aflewering mag geen werkgewer in die Bak- en/of Banketnywerheid en geen werknemer in diens in genoemde nywerheid in die landdrosdistrik Inanda verplig of toegelaat word om die inrigting voor 5 vm., op Maandae, Dinsdae, Woensdae, Donderdae, Vrydae en Saterdag te verlaat nie, en geen werkgewer en geen persoon in diens in die Bak- en/of Banketnywerheid in die landdrosdistrik Inanda mag brood en/of banket soos volg deur middel van 'n motor- of diervoertuig aflewer, daarvoor beskik, oorplaas, verwyder of vervoer nie—

- (i) suid van reguit lyne van die noordelike grens van die landdrosdistrik Pinetown, ooswaarts na die Inanda-Katolieke Sendingstasie na die Saccharine Hotel, en die Saccharine Hotel na Umhlanga Rocks.

Alle persone genoem in paragraaf (b) hiervan moet na die inrigting op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae teen 4 nm. terugkeer, en na hierdie tyd mag geen afleweringe gedoen word nie.

(2) (c) Vir doeleindes van aflewering mag geen werkgewer in die Bak- en/of Banketnywerheid en geen werknemer in diens in genoemde nywerheid in die landdrosdistrik Pinetown verplig of toegelaat word om die inrigting voor 6 vm., op Maandae, Dinsdae, Woensdae, Donderdae, Vrydae en Saterdag te verlaat nie, en geen werkgewer en geen persoon in diens in die Bak- en/of Banketnywerheid in die landdrosdistrik Pinetown mag brood en/of banket soos volg deur middel van 'n motor- of diervoertuig aflewer, daarvoor beskik, oorplaas, verwyder of vervoer nie—

- (i) oos van reguit lyne tussen Odidini—Umbumbulu, Umbumbulu—Northdene-brug, Northdene-brug—Nelson's Quarries;
- (ii) oos van reguit lyne tussen Nelson's Quarries—Clermont, Clermont—Umzimyati-busstaanplek, Umzimyati-busstaanplek—Inanda-Katolieke Sendingstasie;
- (iii) noord van 'n reguit lyn wat ooswaarts loop tussen die noordelike grens van die landdrosdistrik Pinetown en die Inanda-Katolieke Sendingstasie.

Alle persone genoem in paragraaf (c) hiervan moet op Maandae tot en met Saterdag om 4 nm., na die inrigting terugkeer waarna geen aflewering sal geskied nie.

(3) Geen werkgewer wat die nywerheid uitoefen en geen persoon wat daarby in diens is, mag brood en/of banket aflewer, verkoop, of oorhandig, op 'n Sondag of openbare vakansiedag nie (behalwe wanneer so 'n vakansiedag op 'n Saterdag of Maandag val).

(4) Vir doeleindes van verkoping of oorhandiging, mag geen werkgewer in die Bak- en/of Banketnywerheid en geen persoon in diens in genoemde nywerheid in die landdrosdistrikte Durban en Pinetown, enige brood en/of banket voor 5.30 vm. van Maandag tot en met Vrydag, of voor 5 vm. op 'n Saterdag, verkoop of oor die toonbank oorhandig nie.

(5) Vir alle werknemers uitgesonderd wagte en werknemers wat in klousule (1) van hierdie klousule genoem word, mag die gewone werkure hoogstens ses-en-veertig in 'n week van hoogstens ses werkdag wees. Die gewone daaglikse werkure van werknemers moet, met uitsondering van ononderbroke etensure, aaneenlopend wees soos bepaal in klousule (5), en moet hoogstens die volgende wees:—

- (a) In die geval van 'n fabriek wat 'n sesdaagse week werk—
 - (i) ses-en-veertig per week van Maandag tot en met Saterdag;
 - (ii) agt uur per dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens agt en 'n half per dag mag wees, as deur daardie verlenging die gewone werkure per week nie meer as ses-en-veertig bedra nie;

(b) in the case of a factory in which a five-day week is observed—

- (i) forty-six hours in any week from Monday to Friday inclusive;
- (ii) nine and a quarter in any day, if by such extension the ordinary hours of work do not exceed forty-six in any week.

(6) *Meal Breaks.*—An employer shall not require or permit his employee other than van salesmen, van salesmen's assistants, delivery employees, general assistants and labourers employed in cooking rations, to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (i) if such interval is for longer than one hour any period in excess of 1½ hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (iii) in the case of van salesmen, van salesmen's assistants, delivery employees, general assistants and labourers cooking rations, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day.

(7) Notwithstanding the provision of sub-clauses (1) and (5), an employer may require or permit an employee to work overtime and an employee if required to work overtime shall work such overtime for a total period of not more than ten hours in any one week, subject to any extension of these hours which may be allowed by the Council; provided that no female employee shall be required or allowed to work—

- (i) between 6 p.m. and 6 a.m.; or
- (ii) after one o'clock p.m. on more than five days in any one week;

provided further that no female employee shall be required or allowed to work overtime—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than sixty days in any year;

unless the employer has—

- (a) given notice thereof to such employee before mid-day; and
- (b) provided such employee with an adequate meal before she has commenced overtime; or
- (c) paid such employee an allowance of not less than two shillings in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(8) *Payment for Overtime.*—An employer shall pay his employee who works overtime at a rate of not less than:—

- (a) in the case of an employee, other than a casual employee, one and a third times his weekly remuneration divided by his ordinary hours of work in respect of each hour or part of an hour in the aggregate of the overtime so worked on any day in the week;
- (b) in the case of a casual employee, one and a third times his daily remuneration divided by nine, in the case of a five day week; or eight and a half in the case of a six day week, in respect of each hour or part of an hour so worked on any day;

provided that where, in any week, overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(9) Every employer shall appoint the man in charge of each shift to be responsible for the recording of hours of work of all employees on shift.

(10) The provisions of this clause shall not apply to a watchman.

(11) Managers, sub-managers, senior managerial, professional and administrative personnel and foreman holding responsible positions who receive a remuneration of not less than £816 per annum are exempt from the provisions of sub-section (7) and (8) of this clause provided that this sub-clause shall not apply unless an employee has signified, in writing, his acceptance of the provisions hereof; provided further that such persons who are required or permitted to work overtime in excess of 10 hours in any week shall be paid, for such additional overtime hours, at the rate provided in sub-clause (8) (a) of this clause.

8. ANNUAL LEAVE, PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employee shall be entitled to and be granted, after each completed year of employment with the same employer—

- (a) in the case of a watchman, three consecutive week's leave;
- (b) in the case of every other employee, two consecutive weeks' leave;
- (c) in the case of an employee who works more than six months per year on night shift or more than three months consecutively on night shift, three consecutive weeks leave;

(b) in die geval van 'n fabriek wat 'n vyfdaagse week werk—

- (i) ses-en-veertig per week van Maandag tot en met Vrydag;
- (ii) nege en een kwart per dag, as deur sodanige verlenging die gewone werkure nie meer as ses-en-veertig per week bedra nie.

(6) *Etensonderbrekings.*—Geen werkgewer mag 'n werknemer, uitgesonderd 'n bestelwabediende, bestelwabediende se assistent aflewingsbediendes, algemene hulp of arbeider wat rantsone kook, verplig of toelaat om meer as vyf uur aanmekeer sonder 'n onderbreking van minstens een uur, waarin nie gewerk mag word, te werk nie, en so 'n onderbreking word nie as deel van die gewone werkure of oortyd gereken nie; met dien verstande dat—

- (i) as so 'n onderbreking langer as een uur duur, alle tyd bo een en 'n kwart uur as gewone werkure gereken moet word;
- (ii) tydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word;
- (iii) in die geval van bestelwabediendes, bestelwabediendes se assistente, aflewingsbediendes, algemene helpers en arbeiders wat rantsone kook, pouses van minder as 'n uur vir maaltye afgestaan kan word mits hulle altesaam minstens 'n uur per dag is.

(7) Ondanks die bepaling van subklousules (1) en (5), kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk, en indien 'n werknemer oortyd moet werk, moet hy dié oortyd vir 'n totale tydperk van hoogstens tien uur in enige week werk, behoudens enige verlenging van hierdie ure wat deur die Raad toegestaan kan word; met dien verstande dat daar nie van 'n vroulike werknemer vereis kan word of dat sy nie toegelaat sal word om soos volg te werk nie:—

- (i) tussen 6 nm. en 6 vm.; of
 - (ii) op meer as vyf dae in die week na 1 nm. te werk nie; voorts met dien verstande dat geen vroulike werknemer verplig of toegelaat kan word om—
 - (i) meer as twee uur oortyd op 'n dag;
 - (ii) op meer as drie agtereenvolgende dae oortyd; of
 - (iii) op meer as sestig dae in 'n jaar oortyd te werk nie;
- tensy die werkgewer haar—
- (a) voor 12-uur middag daarvan in kennis gestel het; en
 - (b) 'n behoorlike ete verskaf het voordat sy met oortyd moet begin; of
 - (c) betyds 'n toelae van minstens twee sjielings betaal het om haar in staat te stel om 'n ete te nuttig voordat die oortyd moet begin.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer wat oortyd werk, besoldig teen 'n skaal van minstens—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal sy weeklikse besoldiging gedeel deur sy gewone werkure ten opsigte van elke uur of deel van 'n uur altesaam van die oortyd aldus op enige dag in 'n week gewerk;
- (b) in die geval van 'n los werknemer, een en 'n derde maal sy daaglikse besoldiging gedeel deur nege, in die geval van 'n vyfdaagweek; of agt en 'n half in die geval van 'n sesdaagweek, ten opsigte van elke uur of deel van 'n uur aldus op enige dag gewerk;

met dien verstande dat waar oortyd bereken op 'n daaglikse grondslag, in enige week verskil van oortyd op 'n weeklikse grondslag bereken, die grondslag aangeneem moet word wat die grootste bedrag aan oortyd gedurende die week oplewer.

(9) Elke werkgewer moet die man wat in beheer van elke skof is, aanstel om verantwoordelik te wees vir die aantekening van die werkure van al die werknemers op die skof.

(10) Hierdie klousule is nie op 'n wag van toepassing nie.

(11) Bestuurders, onderbestuurders, senior bestuurs-, vakkundige en administratiewe personeel en voorman wat verantwoordelike betrekkinge beklee en 'n besoldiging van minstens £816 per jaar ontvang, is vrygestel van die bepalings van subartikels (7) en (8) van hierdie klousule, met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer skriftelik te kenne gegee het dat hy die bepalings daarvan aanneem; voorts met dien verstande dat dié persone wat verplig of toegelaat word om langer oortyd as 10 uur in 'n week te werk, vir dié bykomende oortydure besoldig moet word teen die skaal wat in subklousule (8) (a) van hierdie klousule vasgestel word.

8. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werknemer is na elke volle jaar diens by dieselfde werkgewer geregtig op ondergenoemde verlof wat soos volg toegestaan moet word:—

- (a) In die geval van 'n wag, drie agtereenvolgende weke verlof;
- (b) in die geval van elke ander werknemer, twee agtereenvolgende weke verlof;
- (c) in die geval van 'n werknemer wat meer as ses maande per jaar op nagskof werk of meer as drie maande agtereenvolgens op nagskof, drie agtereenvolgende weke verlof;

on full pay and shall in respect of each week thereof be paid, during the week immediately preceding the period of leave, an amount of not less than the weekly remuneration prescribed for an employee of his class in section 4 (1) or the weekly remuneration actually paid to the employee in the case of an employee who is in receipt of wages in excess of the minimum prescribed.

(2) Subject to the provisions of sub-clause (6) of this section, the leave to which an employee is entitled in terms of sub-section (1) shall be granted at a time to be fixed by the employer, but not later than 4 months after the termination of the said period of 12 months of employment; provided that, if an employee has agreed thereto in writing before the expiry of the said period of 4 months, his employer may grant such leave to him as from a date not later than 2 months after the expiry of the said period of 4 months.

(3) An employee who, in any one year of employment with the same employer, has completed one month's employment and whose contract of employment terminates before the completion of such year of employment, shall, upon termination of employment be paid by his employer:—

(a) in the case of an employee referred to in sub-clauses (1) (a) and (c) above, in respect of each completed month of his employment not less than one-fourth of his weekly remuneration;

(b) in the case of every other employee, in respect of each week of employment, an amount not less than the weekly remuneration he was receiving, divided by 26.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted, shall, upon termination of employment, be paid as prescribed in sub-clause (1) of this clause.

(5) An employer may set off against such period of leave any days of occasional leave granted, on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(6) Where an employee, other than a watchman, is required or permitted to work on a Sunday, his employer shall—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

(b) pay the employee remuneration of an additional one-third of his ordinary rate of remuneration in respect of the total period worked on such Sunday and in addition any overtime he may have worked on such Sunday, calculated as if he had worked on a week day, the hours as set out in section 7 (5) and grant him, within seven days of such Sunday, one day's holiday on full pay.

For the purpose of paragraph (b) of this sub-clause, the words "one day's holiday" shall mean a consecutive period of not less than 30 hours.

(7) (a) In addition to the annual leave prescribed in sub-clause (1), an employee, other than a watchman, shall be entitled to and be granted leave on Good Friday, Ascension Day, Day of Covenant, Christmas Day and New Year's Day and shall be paid, in respect of such day, at a rate not less than his ordinary rate of remuneration as if he had, on such day, worked his average ordinary hours of work for that day.

(b) Whenever an employee, other than a watchman, works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration, in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked; and for all overtime worked by him on such holidays, at a rate not less than double his ordinary remuneration for each hour worked.

(8) Remuneration payable in terms of the provisions of sub-sections (7) and (8) shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration became payable.

(9) For the purposes of this clause—

(a) the expression "the same employer" includes, in the case of or sale of a business, the purchaser of the business for the period during which such purchaser continues to carry on the business in which the employee is employed; and

(b) "employment" includes any period during which an employee—

(i) is on leave in terms of sub-section (1); or

(ii) undergoes military training;

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

(iv) is absent from work owing to illness for a period or periods amounting in the aggregate to not more than 30 days during any period of 12 months' service;

met volle betaling en moet ten opsigte van elke week daarvan gedurende die week onmiddellik voor die verlof minstens die weeklikse besoldiging betaal word wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf word, of die weeklikse besoldiging wat werklik aan die werknemer betaal is in die geval van 'n werknemer wat 'n hoër loon as die voorgeskrewe minimum ontvang.

(2) Behoudens die bepalinge van subklousule (6) van hierdie klousule moet die verlof waarop 'n werknemer geregtig is kragtens subartikel (1), toegestaan word op 'n tyd wat deur die werkgever vasgestel word, maar nie later as 4 maande na die beëindiging van genoemde tydperk van 12 maande diens nie; met dien verstande dat indien 'n werknemer skriftelik daartoe ingestem het voor die verstryking van genoemde tydperk van vier maande, sy werkgever die verlof aan hom kan toestaan vanaf 'n datum nie later as twee maande na die verstryking van genoemde tydperk van vier maande nie.

(3) 'n werknemer wat in enige diensjaar by dieselfde werkgever een maand diens voltooi het en wie se dienskontrak voor die voltooiing van dié diensjaar eindig, moet, by voltooiing van diens, deur sy werkgever soos volg betaal word:—

(a) in die geval van 'n werknemer genoem in subklousules (1) (a) en (c) hierbo, ten opsigte van elke voltooide maand diens, minstens een kwart van sy weeklikse besoldiging;

(b) in die geval van elke ander werknemer, ten opsigte van elke week diens, 'n bedrag minstens gelyk aan die weeklikse besoldiging wat hy ontvang het, gedeel deur 26.

(4) 'n Werknemer wat kragtens subklousule (1) op verlof geregtig geword het, en wie se diens eindig voordat die verlof toegestaan is, moet by diensbeëindiging betaal word soos in subklousule (1) van dié klousule uiteengesit.

(5) 'n Werkgever kan elke dag geleentheidsverlof met volle betaling wat gedurende die diensjaar waarop die jaarlikse verlof betrekking het, op die skriftelike versoek van sy werknemer toegestaan is, van sodanige tydperk van verlof aftrek.

(6) Waar 'n werknemer, uitgesonderd 'n wag, verplig of toegelaat word om op 'n Sondag te werk, moet sy werkgever:—

(a) aan dié werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen 'n skaal van minstens dubbel sy gewone skaal van besoldiging, ten opsigte van die totale tydperk op dié Sondag gewerk, of besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste; of

(b) die werknemer 'n bykomende een derde van sy gewone besoldiging betaal ten opsigte van die hele tydperk wat op sodanige Sondag gewerk word, plus die oortyd wat hy op dié Sondag gewerk het, bereken asof hy op 'n weekdag die ure gewerk het wat in die klousule 7 (5) voorgeskryf word, en hom binne sewe dae na dié Sondag 'n dag verlof met volle besoldiging.

Vir die toepassing van paragraaf (b) van hierdie subklousule beteken die woorde „een dag verlof” 'n aaneenlopende tydperk van minstens 30 uur.

(7) (a) Bo en behalwe die jaarlikse verlof in subklousule (1) voorgeskryf, is 'n werknemer, behalwe 'n wag, geregtig op verlof op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag en moet ten opsigte van so 'n dag betaal word teen minstens sy gewone besoldiging, asof hy op dié dag sy gemiddelde gewone werkkure vir daardie dag gewerk het.

(b) Wanneer 'n werknemer, behalwe 'n wag, op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom ten opsigte van die totale tydperk op daardie dag gewerk, bo en behalwe die besoldiging waarop hy geregtig sou wees as hy nie aldus gewerk het nie, minstens sy gewone besoldiging betaal en vir alle oortyd deur hom op sulke vakansiedae gewerk, minstens dubbel sy gewone besoldiging vir elke uur gewerk.

(8) Die besoldiging wat kragtens subklousules (7) en (8) betaalbaar is, moet betaal word voor of op die eerste betaaldag na die tydperk waarvoor sodanige besoldiging betaalbaar geword het.

(9) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) „dieselfde werkgever” ook in die geval van die verkoop van 'n besigheid, die koper van die besigheid vir die tydperk wat sodanige koper die besigheid waarin die werknemer in diens is, voortsit; en

(b) „diens” ook elke tydperk wat 'n werknemer—

(i) met verlof kragtens subklousule (1) afwesig is; of

(ii) militêre opleiding ondergaan; of

(iii) op las of op versoek van die werkgever van sy werk afwesig is; of

(iv) weens siekte van sy werk afwesig is vir 'n tydperk of tydperke wat tesame hoogstens 30 dae gedurende 'n tydperk van 12 maande diens bedra;

(c) employment shall be deemed to commence from—

- (i) the date on which the employee entered the employer's service; or
- (ii) the date on which the employee last became entitled to leave on full pay, whichever date is the later.

(d) "The period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 14 nor with any period during which an employee is required to undergo military training."

(10) Managers, sub-managers, senior managerial, professional and administrative personnel and foremen holding responsible positions who receive a remuneration of not less than £816 per annum are exempt from the provisions of sub-sections (6) and (7) of this clause, provided that this sub-clause shall not apply unless an employee has signified in writing, his acceptance of the provision hereof.

9. CERTIFICATE OF COMPETENCY.

(1) Whenever an employer or employee applies for a certificate of Competency, he shall make such application through the Secretary of the Council.

(2) A committee shall be appointed by the Council, consisting of four members, two of whom shall be employers and two of whom shall be employees, who shall hold examinations and make recommendations to the Council as to the issue of a Certificate of Competency to an applicant.

(3) The Certificate of Competency shall be issued by the Council and signed by the Secretary in the form of Annexure B.

10. UNAUTHORISED EMPLOYMENT OF PERSONS.

(1) No employer shall employ any person other than a journeyman or mechanic as defined in this Agreement or an apprentice, on journeyman's or mechanic's work.

11. PROHIBITION OF EMPLOYMENT IN CERTAIN CASES.

(1) No employer shall permit any employee to work for him during the subsistence of a contract of service between that employee and another employer and no employee shall perform work for two employers.

(2) No person under the age of 15 years shall be employed in the Industry.

12. CERTIFICATE OF SERVICE.

Every employer shall issue, free of charge, a certificate of service in the form of Annexure A to this Agreement, in respect of each employee leaving his service.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) during the first four weeks of employment, 24 hours notice;
- (b) One weeks notice after the first four weeks of employment; of his intention to terminate the contract or an employer may terminate the contract without notice by paying the employee in lieu of such notice not less than—
 - (i) in the case of 24 hours' notice, the weekly remuneration which the employee was receiving at the date of such termination divided by six;
 - (ii) in the case of a week's notice, the weekly remuneration which the employee was receiving at the date of such termination.

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the operation of any forfeiture or penalties which by law, may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into terms of the second proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day in which the notice was given and shall not run concurrently with annual leave or sick leave or military training.

(c) Daar word beskou dat diens begin vanaf—

- (i) die datum waarop die werknemer by die werkgever in diens getree het; of
- (ii) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het, naamlik die jongste.

(d) Die tydperk van verlof mag nie saamval met enige tydperk van siekteverlof ten opsigte waarvan 'n werknemer geregtig is op siektebetaling kragtens klousule 14 en ook nie met 'n tydperk waarin dit van die werknemer vereis word om militêre opleiding te ondergaan nie.

(10) Bestuurders, onderbestuurders, senior bestuurs-, vakkundige en administratiewe personeel en voormanne wat verantwoordelike betrekkinge beklee en 'n besoldiging van minstens £816 per jaar ontvang, is vyrgestel van die bepaling van subartikels (7) en (8) van hierdie klousule, met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer skriftelik te kenne gegee het dat hy die bepaling daarvan aanneem.

9. BEKWAAMHEIDCERTIFIKAAT.

(1) Wanneer 'n werkgever of wernemer om 'n bekwaamheidscertifikaat aansoek doen, moet hy deur tussenkoms van die sekretaris van die Raad aansoek doen.

(2) Die Raad moet 'n komitee benoem, bestaande uit vier lede van wie twee werkgevers en twee werknemers moet wees, wat eksamens moet afneem en by die Raad aanbevelings doen oor die uitreik van bekwaamheidscertifikate aan applikante.

(3) Die bekwaamheidscertifikaat moet deur die Raad uitgereik en deur die sekretaris onderteken word in die vorm van Aanhangel B.

10. ONGEORLOOFDE INDIENSNEMING VAN PERSONE.

(1) Geen werkgever mag enigiemand behalwe 'n vakman of werktuigkundige soos in hierdie Ooreenkoms omskryf, of 'n vakleerling vir die werk van 'n vakman of werktuigkundige in diens neem nie.

11. VERBOD OP INDIENSNEMING IN SEKERE GEVALLE.

(1) Geen werkgever kan 'n werknemer toelaat om vir hom te werk gedurende die bestaan van 'n dienskontrak tussen die werknemer en 'n ander werkgever nie en geen werknemer mag vir twee werkgevers werk nie.

(2) Geen persoon onder die ouderdom van 15 jaar mag in die nywerheid in diens wees nie.

12. DIENSSERTIFIKAAT.

Elke werkgever moet aan elke werknemer wat sy diens verlaat, kosteloos 'n sertifikaat in die vorm van die Aanhangel van hierdie Ooreenkoms uitreik.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste vier weke diens, 24 uur kennis gee;
- (b) na die eerste vier weke diens een week kennis gee, van sy voorneme om die kontrak te beëindig, of 'n werkgever kan die kontrak sonder kennisgewing beëindig deur die werknemer in plaas van die kennisgewing, minstens die volgende te betaal—
 - (i) in die geval van 24 uur kennis, die weeklikse besoldiging wat die werknemer op die datum van die diensbeëindiging ontvang het, gedeel deur ses;
 - (ii) in die geval van 'n week kennisgewing, die weeklikse besoldiging wat die werknemer op die datum van die diensbeëindiging ontvang het.

Met dien verstande dat dit nie inbreuk op die volgende maak nie—

- (i) 'n Werkgever of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (ii) 'n skriftelike ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as een week;
- (iii) die toepassing van verbeurings of boetes, wat wetlik toegepas kan word in die geval van 'n werknemer wat van sy werk dros.

(2) As 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling in plaas van opsegging eweredig wees met die termyn van opsegging ooreengekom.

(3) Die kennisgewing wat in subklousule (1) genoem word, tree in werking vanaf die dag waarop kennis gegee is, en dit moet nie met jaarlikse verlof of siekteverlof of militêre opleiding nie.

14. SICK LEAVE.

(1) An employer shall grant to his employee, after three month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve days; and
- (b) in the case of an employee who works a five-day week, ten work days; and
- (c) in the case of a watchman who works a seven-day week, fourteen work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each day thereof an amount not less than—

- (i) in the case of an employee who works a six-day week, one-sixth; and
- (ii) in the case of an employee who works a five-day week, one-fifth; and
- (iii) in the case of a watchman who works a seven-day week, one-seventh;

of the weekly remuneration which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, or alternatively a duly signed hospital certificate showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further, that where, in any factory, there exists or may be established by virtue of an Agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full remuneration for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

15. EXEMPTIONS.

(1) The Council may, subject to the provisions of section 51 (3) of the Act, grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

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

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall—

- (a) deduct from the earnings of each of his employees (other than apprentices) for whom minimum remuneration less than £3. 5s. are prescribed in this Agreement, an amount of 2d. per week; for whom minimum remuneration of £3. 5s. and less than £4. 10s. are prescribed in this Agreement an amount of 4d. per week; and for whom minimum remuneration of £4. 10s. and over are prescribed in this Agreement an amount of 6d. per week; and
- (b) add to the amount deducted, in terms of paragraph (a), a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the 15th day of each month.

17. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed a legible copy of this Agreement in a conspicuous place in his establishment where it is readily accessible to all employees.

14. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat na drie maande diens by hom van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeluk waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is—

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk, altesame twaalf werkdag; en
- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, altesame tien werkdag; en
- (c) in die geval van 'n wag wat 'n sewedaagse week werk, altesame veertien werkdag siekteverlof gedurende 'n diensjaar by hom toestaan en hom ten opsigte van elke dag daarvan minstens die volgende betaal:—
 - (i) In die geval van 'n werknemer wat 'n sesdaagse week werk, een-sesde;
 - (ii) in die geval van 'n werknemer wat 'n vyfdaagse week werk, een-vyfde; en
 - (iii) in die geval van 'n wag wat 'n sewendaagse week werk, een-sewende

van die weeklikse besoldiging wat hy onmiddellik voor die verlof ontvang het; met dien verstande dat die werkgewer kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, 'n sertifikaat voorgelê word wat deur 'n geregistreerde geneesheer geteken is, of as alternatief 'n sertifikaat van die hospitaal wat behoorlik onderteken is en die duur en aard van die werknemer se siekte vermeld; ten opsigte van elke tydperk van afwesigheid waarvoor betaling aangevra word, voorts met dien verstande dat as daar kragtens 'n ooreenkoms tussen die werkgewer en sy werknemers, of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, in siekefonds of voorsorgs fonds bestaan of gestig word waaraan die werkgewer ten opsigte van elkeen van sy werknemers minstens die bedrag bydra wat deur sodanige werknemer betaal word of betaal moet word, en uit welke fonds 'n werknemer in die geval van afwesigheid, of afwesighede, van werk weens siekte, of ongeval (uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is) ten opsigte van sodanige afwesigheid of afwesighede, reg het om altesame in 'n jaar minstens sy volle besoldiging vir twee weke te ontvang op voorwaardes wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, hierdie klousule nie van toepassing is nie.

15. VRYSTELLING.

(1) Behoudens die bepaling van artikel 51 (3) van die Wet kan die Raad vrystelling van enigeen van die bepaling van hierdie Ooreenkoms om enige goeie en voldoende rede toestaan.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor dit van krag is; met dien verstande dat die Raad 'n vrystelling kan intrek, of die tydperk waarvoor dit verleen is, verstryk het of nie, en voorts met dien verstande dat die betrokke persoon een week skriftelik kennis vooraf gegee is.

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

- (i) Die volle naam van die betrokke persoon;
 - (ii) die bepaling van die ooreenkoms waarvan vrystelling verleen word;
 - (iii) die voorwaardes waarop vrystelling verleen word; en
 - (iv) die termyn waarvoor die vrystelling van krag is.
- (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 hou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur;
 - (c) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry moet elke werkgewer—

- (a) van die verdienste van elkeen van sy werknemers (uitgesonderd vakleerlinge) vir wie minimum besoldiging van minder as £3. 5s. in hierdie Ooreenkoms voorgeskryf word, 'n bedrag van 2d. per week aftrek; vir minimum besoldiging van £3. 5s. en minder as £4. 10s. in hierdie Ooreenkoms voorgeskryf word, 'n bedrag van 4d. per week; en vir die minimum besoldiging van £4. 10s. en meer in hierdie Ooreenkoms voorgeskryf word, 'n bedrag van 6d. per week;
- (b) by die bedrag ingevolge paragraaf (a) afgetrek, 'n gelyke bedrag voeg en die totale bedrag afgetrek en die totale bedrag deur die werkgewer bygedra, op of voor die 15de dag van elke maand aan die Sekretaris van die Raad stuur.

17. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting waar dit maklik vir al sy werknemers toeganklik is, 'n leesbare afskrif van hierdie Ooreenkoms vertoon hou.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer 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 expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

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

20. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. The agent shall have the right to—

- (a) enter, inspect and examine any establishment at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place, and require such employee to answer the questions put;
- (c) require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- (d) require the production of, inspect, examine and copy all records of time worked, pay-sheets, books or documents wherein an account is kept of time worked or actual remuneration or rates whether by piece or not, paid to any employee, whose remuneration is fixed by this Agreement.

(2) The agent, when entering, inspecting or examining any such place, may take with him an interpreter.

(3) Every employer and employee upon whom the provisions of this Agreement are binding shall grant to the agent all the facilities referred to above.

21. UNIFORMS.

An employer shall supply, maintain and keep in a good and clean condition, free of charge, any uniform, overalls or protective clothing to vanmen, vanmen's assistants or to any employee which by any law or regulation he may be compelled to provide for his employee, and such uniform, overalls or protective clothing shall remain the property of the employer.

22. NOTICE.

Every employer conveying bread and/or confectionary shall prominently display on all vehicles including bicycles and tricycles used for that purpose, his full name.

23. TRADE UNION SUBSCRIPTIONS.

The subscriptions payable to the trade union, deducted in accordance with the provisions of clause 5 (5) (f), shall be forwarded by each employer, not later than the 10th day of each month, together with a list showing the names of the employees and the total amount thus collected, to the secretary of the trade union.

Signed for and on behalf of the parties at Durban on this 21st day of July, 1960.

W. W. NOTHARD,
Chairman of the Council.

ALEX BRYCE,
Vice-Chairman of the Council.

P. H. THOMAS,
Secretary of the Council.

ANNEXURE A.

No. of Certificate.....

CERTIFICATE OF SERVICE.

(Issued in terms of section 9 of the Industrial Council Agreement published under Government Notice No., dated 196....)

Name of Industry.....
Name and address of firm.....

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

- (1) Full name of employee.....
- (2) Address.....
- (3) Sex.....
- (4) Age.....
- (5) Occupation.....
- (6) Rate of wages due at date of leaving.....
- (7) Date of entering my service.....
- (8) Date of leaving my service.....
- (9) Number of certificate issued by previous employer was.....

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

Signature of Employer.

N.B.—Duplicate copy of this certificate must be retained by employer.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan enigeen van sy werknemers wat verteenwoordigers in die Raad is, alle redelike geleentheid verleen om hul werk in verband met die Raad uit te voer.

19. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers, meningsuitsprake uitvaardig wat nie met die bepalings hiervan strydig is nie.

(2) Geskille betreffende die vertolking van enigeen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

20. AGENTE.

(1) Die Raad moet een of meer bepaalde persone aanstel as agente om by die toepassing van hierdie Ooreenkoms te help. Die agente het die reg—

- (a) om enige inrigting te enige tyd wanneer hy redelike aanleiding het om te veronderstel dat 'n persoon daarin in diens is, te betree, te inspekteer en te ondersoek;
- (b) hetsy alleen, of na sy goeddunke, in teenwoordigheid van 'n ander persoon, elke werknemer wat hy in of naby die perseel of plek aantref, mondelings te ondervra en van sodanige persoon te vereis om die vrae wat hom gestel word, te beantwoord;
- (c) om van 'n werkgever te vereis om enige kennisgewing, boek, lys of geskrif wat kragtens hierdie Ooreenkoms gehou, vertoon of gemaak moet word, voor te lê en dit te inspekteer, te ondersoek en afskrifte daarvan te maak;
- (d) om te vereis dat alle aantekeninge van tyd wat gewerk is, betaalstate, boeke, of geskrifte waarin aantekening gehou word van tyd wat gewerk is, of werklike lone of skale hetsy per stuk of nie, wat betaal is aan 'n werknemer nie se lone in hierdie Ooreenkoms vasgestel is, voorgelê word en daarvan afskrifte te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy so 'n plek betree, inspekteer of ondersoek.

(3) Elke werkgever en werknemer vir wie hierdie Ooreenkoms bindend is, moet die agent alle hulp wat hierbo genoem word, verleen.

21. UNIFORMS.

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy aan bestelwabediendes, bestelwabediende se assistente of werknemers ingevolge 'n wet of regulasie moet verskaf, kosteloos verskaf, onderhou en in goeie en skoon toestand hou, en die uniforms, oorpakke of beskermende klere bly die werkgever se eiendom.

22. KENNISGEWING.

Alle werkgewers wat brood en/of banket vervoer, moet op alle voertuie, met inbegrip van fietse en driewiele, wat vir dié doel gebruik word, duidelik die volle naam vertoon.

23. VAKVERENIGINGSLEDIGELD.

Dié ledegeld wat aan die vakvereniging betaalbaar is en kragtens klousule 5 (5) (f) afgetrek is, moet deur elke werkgever voor of op die 10de dag van elke maand, tesame met 'n lys van die name van die werknemers en die totale bedrae wat aldus ingevorder is, aan die Sekretaris van die Vakvereniging gestuur word.

Namens die partye op hede die 21ste dag van Julie 1960, in Durban onderteken.

W. W. NOTHARD,
Voorsitter van die Raad.

ALEX BRYCE,
Ondervoorsitter van die Raad.

P. H. THOMAS,
Sekretaris van die Raad.

AANHANGSEL A.

No. van Sertifikaat.....

DIENSSERTIFIKAAT.

(Uitgereik ingevolge klousule 9 van die Nywerheidsraadooreenkoms, gepubliseer by Goewermentskennisgewing No. van 196....)

Naam van Nywerheid.....
Naam en adres van firma.....

Ek sertifiseer hierby dat ondergenoemde persoon by my in diens was en dat ondergenoemde besonderhede juis is:—

- (1) Werknemer se volle naam.....
- (2) Adres.....
- (3) Geslag.....
- (4) Ouderdom.....
- (5) Werk.....
- (6) Loonskaal betaalbaar op datum van uitdienstreding.....
- (7) Datum van indiensneming by my.....
- (8) Datum van uitdienstreding by my.....
- (9) No. van sertifikaat wat deur vorige werkgever uitgereik is.....

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

Werkgever se handtekening.

L.W.—Die duplikaat van hierdie sertifikaat moet deur die werkgever gehou word.

ANNEXURE B.

CERTIFICATE OF COMPETENCY.

This is to certify that the Industrial Council for the Baking and/or Confectionery Industry is of opinion that.....

 employed by.....
 is fully competent to undertake the duties of.....

Secretary.

Date.....

No. 1747.] [28 October 1960.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941, AS AMENDED.

BAKING AND/OR CONFECTIONERY INDUSTRY,
 DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, published under Government Notice No. 1746 of the 28th October, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
 Deputy-Minister of Labour.

No. 1748.] [28 October 1960.
 WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
 ALLOWANCE PAYABLE UNDER WAR
 MEASURE No. 43 OF 1942.

BAKING AND/OR CONFECTIONERY INDUSTRY,
 DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the Regulations published under War Measure No. 43 of 1942, hereby suspend the operation of sub-regulation (1) of regulation 2 of the said Regulations in respect of all employees who are entitled to remuneration in terms of clause 4 (1) of the Agreement for the Baking and/or Confectionery Industry Durban, Inanda and Pinetown, published under Government Notice No. 1746 of the 28th October, 1960.

M. VILJOEN,
 Deputy-Minister of Labour.

AANHANGSEL B.

BEKWAAMHEIDCERTIFIKAAT.

Hierby word gesertifiseer dat die Nywerheidsraad vir die Bak-en/of Banketnywerheid van mening is dat.....

 wat by.....
 in diens is, ten volle bekwaam is om as.....
 diens te doen.

Sekretaris.

Datum.....

No. 1747.] [28 Oktober 1960.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK
 1941, SOOS GEWYSIG.

BAK- EN/OF BANKETNYWERHEID, DURBAN,
 INANDA EN PINETOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, gepubliseer by Goewermentskennisgewing No. 1746 van 28 Oktober 1960, oor die algemeen vir persone wie se werkkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
 Adjunk-minister van Arbeid.

No. 1748.] [28 Oktober 1960.
 WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
 KOSTETOELAE BETAALBAAR INGEVOLGE
 OORLOGSMAATREËL No. 43 VAN 1942.

BAK- EN/OF BANKETNYWERHEID, DURBAN,
 INANDA EN PINETOWN.

Ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, namens die Minister van Arbeid en handelende kragtens subregulasie (1) van regulasie 4 van die Regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, skort hierby die bepalings van subregulasie (1) van regulasie 2 van genoemde Regulasies op ten opsigte van alle werknemers wat kragtens klousule 4 (1) van die Ooreenkoms vir die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, gepubliseer by Goewermentskennisgewing No. 1746 van 28 Oktober 1960 op beloning geregtig is.

M. VILJOEN,
 Adjunk-minister van Arbeid.

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