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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 188.] [9 Februarie 1962.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

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 al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewer en Vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie Vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (6) (j), 20, 22 en 23, vanaf genoemde tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag 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 landdrostrik Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (6) (j), 17, 20, 22 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, in die landdrostrik Oos-Londen, *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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 188.] [9 February 1962.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

SWEETMAKING INDUSTRY, EAST LONDON.

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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (6) (j), 20, 22 and 23, shall be binding from the said second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, 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 District of East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the Said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5, (6) (j), 17, 20, 22 and 23, 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID, OOS-LONDEN.

OOREENKOMS

ingevolge die bepalinge van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen

Wilson-Rowntree (Pty.), Ltd.

(hieronder „die werkgever” genoem), aan die een kant, en die Sweet Workers' Union

(hieronder „die werknemers” of „die Vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrik Oos-Londen nagekom word deur die werkgever wat die Lekkergoednywerheid uitoefen en deur alle werknemers wat lede van die Vakvereniging is en wat by die werkgever in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsvoorsiening, 1956, mag vasstel en bly van krag vir 'n tydperk van een jaar of vir 'n tydperk wat deur hom bepaal mag word.

3. WOORDOMSKRYWINGS.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en waarvan die betekenis in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; by vermelding van 'n wet of ordonnansie is ook enige wysiging van sodanige wet of ordonnansie inbegrepe, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; verder tensy onbestaanbaar met die sinsverband, beteken—

- „Wet,” die Wet op Nywerheidsversoening, 1956;
- „Ooreenkoms” 'n ooreenkoms gepubliseer en bindend gemaak vir werkgevers en werknemers in die Lekkergoednywerheid ingevolge die bepalinge van die Wet op Nywerheidsversoening, 1956;
- „afwesigheid” in die omskrywings van „assistent-versendingsklerk”, „assistent-voorman” en „assistent-stoorman” dieselfde as enige afwesigheid wat kragtens klousule 7 (7) as diens gereken word;
- „ambagsman” 'n werknemer wat in diens is om die werk te verrig wat gewoonlik gedoen word deur 'n werknemer wat 'n leertyd gedien het in 'n bedryf wat aangewys is of wat beskou word dat dit aangewys is kragtens die Wet op Vakleerlinge, 1944;
- „assistent-versendingsklerk” 'n werknemer wat onder die algemene toesig van 'n versendingsklerk enige van die pligte uitvoer of werksaamhede verrig wat in die omskrywing van „versendingsklerk” genoem word asook die nagaan van bestellings, en wat namens die versendingsklerk kan optree in sy afwesigheid;
- „assistent-voorman” 'n werknemer wat onder die algemene toesig van 'n voorman die werk van 'n voorman verrig en wat namens hom kan optree in sy afwesigheid;
- „assistent-pakhuisman” 'n werknemer wat onder die algemene toesig van 'n pakhuisman enige van die pligte uitvoer of werksaamhede verrig wat in die omskrywing van „pakhuisman” genoem word en wat in sy afwesigheid namens hom kan optree;
- „ketelbediener” 'n werknemer wat onder algemene toesig verantwoordelik is om die waterstand en stoomdruk op peil te hou in 'n ketel en wat die vuur in sodanige ketel maak, in stand hou en trek;
- „losies” sonder om die gewone betekenis te beperk, 'n redelike kwantiteit, kwaliteit en verskeidenheid kos, groente ingesluit, wat die werkgever minstens die bedrag kos wat hy kragtens klousule 5 (6) (d) mag aftrek;
- „los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- „chauffeur” 'n werknemer wat 'n motorvoertuig bestuur wat passasiers vervoer en wat hoofsaaklik gebruik word vir die vervoer van sy werkgever of hoofsaaklik ander persone op die personeel, klante of besoekers en die voertuig mag gebruik word vir die vervoer van briewe, boeke of pakkies;
- „klerklike werknemer” 'n werknemer wat skryfwerk, tikwerk, kantoormasjienbediening, liassering of ander vorm van klerklike werk verrig en dit omvat 'n kassier en telefonis;
- „klerklike werknemer, gekwalifiseer, vroulik,” 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik,” 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, manlik,” 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik,” 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „kleedkamerbediende” 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer kan verkleed of sy klerke lê, of van afsluitkassies waarin 'n werknemer sy besittings kan lê;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, EAST LONDON.

AGREEMENT

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

Wilson-Rowntree (Pty.), Ltd.

(hereinafter referred to as the “employer”), of the one part, and the

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweet Manufacturing Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

- „Act” means the Industrial Conciliation Act, 1956;
- „Agreement” means an agreement published and made binding on employers and employees in the Sweet Manufacturing Industry in accordance with the provisions of the Industrial Conciliation Act, 1956;
- „absence” in the definitions “assistant despatch clerk”, “assistant foreman” and “assistant storeman” shall have a like meaning to any absence which in terms of clause 7 (7) is regarded as employment;
- „artisan” means an employee who is employed to do work normally performed by an employee who has served an apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944;
- „assistant despatch clerk” means an employee who, under the general supervision of a despatch clerk, performs any of the duties or operations mentioned in the definition “despatch clerk” including the checking of orders and who may act for him during his absence;
- „assistant foreman” means an employee, who under the general supervision of a foreman, performs the duties of a foreman and who may act for him during his absence;
- „assistant storeman” means an employee who, under the general supervision of a storeman, performs any of the duties or operations mentioned in the definition “storeman” and who may act for him during his absence;
- „boiler attendant” means an employee who, under general supervision is responsible for maintaining the waterlevel and steam pressure in a boiler and who makes, maintains and draws the fire in such boiler;
- „board” without limiting its ordinary meaning, means food of reasonable quantity, quality and variety, including vegetables, costing to the employer not less than the amount which he may deduct in terms of clause 5 (6) (d);
- „casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- „chauffeur” means an employee who is engaged in driving a motor vehicle intended to carry passengers and used mainly for the conveyance of his employer or other persons being mainly staff, clients or visitors and which vehicle may be used for the conveyance of letters, books or parcels;
- „clerical employee” means an employee who is engaged in writing, typing, office-machine operating, filing or any other form of clerical work and includes a cashier and a telephone operator;
- „clerical employee, female, qualified,” means a female clerical employee who has had not less than four years' experience;
- „clerical employee, female, unqualified,” means a female clerical employee who has had less than four years' experience;
- „clerical employee, male, qualified,” means a male clerical employee who has had not less than five years' experience;
- „clerical employee, male, unqualified,” means a male clerical employee who has had less than five years' experience;
- „cloakroom attendant” means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;

- "kommissiewerk" enige stelsel waarvolgens 'n handelsreisiger se besoldiging gebaseer is op die waarde of getal bestellings wat deur hom aan sy werkgever voorgelê word en deur sy werkgever aangeneem en afgelewer word;
- "Raad" die Nywerheidsraad vir die Lekkergoednywerheid (Oos-Londen), geregistreer ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956;
- "versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is om goedere in 'n inrigting of in of uit 'n pakhuis of uit afdelings vir versending te ontvang, en vir die verpakking van goedere vir vervoer of afleweringe en wat toesig kan hou oor die versameling, nagaan, weeg, verpakking of versending van sodanige goedere en die nagaan, weeg, merk of adresseer van pakkies;
- "bestuurder van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n chauffeur of 'n monsterjong, wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woordskrywing sluit die uitdrukking "n motorvoertuig bestuur" alle bestuurtydperke in en enige tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;
- "noodwerk" alle werk wat weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word en omvat alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens, of van voertuie wat 'n vervoerkontrak gebruik in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;
- "inrigting" enige perseel waarin of in verband waarmee die Lekkergoednywerheid uitgeoefen word;
- "ondervinding" met betrekking tot—

- (a) 'n klerklike werknemer, die totale tydperk of tydperke diens van 'n werknemer as 'n klerklike werknemer, afgesien van die bedryf waarin die diens verrig is;
- (b) lekkergoedmaker, handelsreisiger of algemene werker, die totale tydperk of tydperke diens van 'n werknemer as onderskeidelik 'n lekkergoedmaker, handelsreisiger of algemene werker;

"n masjien voer" die plaas van materiaal in 'n masjien of op 'n vervoerband wat op of in 'n masjien gaan, waar sodanige plasing oorleg, noukeurigheid, of bedrewenheid vereis, met behoorlik inagneming van die doeltreffende inname of prosesbewerking van die materiaal deur sodanige masjien, en vir die toepassing van hierdie woordskrywing word dit beskou dat "plasing" enige giet, volgens vasgestelde grootte maak of fatsoeneer van sodanige materiaal op die masjien insluit wat nodig mag wees vir die inname of prosesbewerking van sodanige materiaal deur die masjien;

"n masjien vul" materiaal neerlaat of stort in 'n masjien of 'n vultregter of ander inneembak wat geheg is aan of deel vorm van 'n masjien waarvan die vultregter of bak deur die prosesmeganisme sy eie inname van sodanige materiaal reguleer en waar sodanige neerlating of storting nie oorleg, noukeurigheid of bedrewenheid nodig het wat die hoeveelheid of posisie betref nie;

"voorman" 'n werknemer wat in beheer is van die werknemers in 'n inrigting of in 'n afdeling van 'n inrigting, en wat dissiplinêre beheer oor die werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik verrig;

"algemene werker" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Met die hand in sjokolade of fourree inkoop of daarmee met die hand bedek;
- (2) 'n sjokolademulmasjien bedien;
- (3) 'n sjokolade neapolitaanmasjien bedien;
- (4) 'n dropuitpersmasjien bedien;
- (5) 'n tabletsny- en stempelmajjien bedien;
- (6) 'n masjien bedien wat lekkergoed in foelie, sellulosefilm, waspapier of enige ander materiaal toedraai, hetsy die masjien die toedraaiwerk saam met enige ander proses uitvoer of nie;
- (7) 'n vormgietmasjien bedien en vir die toepassing van hierdie woordskrywing beteken 'n vormgietmasjien 'n masjien waarin die vorm van die individuele stuk lekkergoed daaraan gegee word deur vloeibare lekkergoedmateriaal in permanente gietvorms van die betrokke fatsoen in te giet;
- (8) 'n pakkieervaardigings- en vulmasjien bedien;
- (9) 'n kragpapier- of bordvalmes bedien;
- (10) 'n kraginkeepmasjien bedien;
- (11) 'n stysel- of mastermogulmasjien bedien;
- (12) bestellings bymekaar maak;
- (13) suiker kook;
- (14) pastalekkers opbou, fatsoeneer, streep of versier;
- (15) kakaoboontjies, neute of ander grondstowwe skoonmaak of sorteer;
- (16) kristalliseer;
- (17) vrugte of ander grondstowwe volgens grootte sny of fynmaak;
- (18) die vloeibare massa in stysel of ander gietmateriaal insit of ingiet;
- (19) bestanddele met inbegrip van stroop, in draaipanne voer of ingiet;
- (20) masjiene voer, uitgesonderd die voerwerk wat spesifiek in die woordskrywing van "arbeider" genoem word;
- (21) houers volmaak en weeg, maar nie op 'n gestelde skaal nie;

"commission work" means any system under which a traveller's remuneration is based on the value or number of orders submitted by him to, and accepted and delivered by, his employer;

"Council" means the Industrial Council for the Sweet Manufacturing Industry, East London, registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

"despatch clerk" means an employee who is engaged in clerical duties and who is responsible for receiving goods into an establishment or into or from a store or from departments for despatch and for the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing or despatch of such goods and the checking, weighing, marking or addressing of packages;

"driver of a motor vehicle" means an employee, other than a chauffeur or a sample boy, who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work" means any work which owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay, and includes the work of, or connected with the loading of trucks or vehicles belonging to the South African Railways and Harbours, or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

"establishment" means any premises in or in connection with which the Sweet Manufacturing Industry is carried on;

"experience" means, in relation to—

- (a) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee irrespective of the trade in which such employment occurred;

- (b) a sweetmaker, traveller or general worker, the total period or periods of employment which an employee has had as a sweetmaker, traveller or general worker respectively;

"feeding a machine" means the placing into a machine or onto a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

"filling a machine" means depositing or dumping material into a machine or a hopper or other intake container attached to or forming part of a machine from which hopper or container the processing mechanism regulates its own intake of such material and where such depositing or dumping does not involve discretion, precision or skill as to amount or position;

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

"general worker" means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Hand dipping or hand coating in or with chocolate or fourree;
- (2) operating a chocolate enrobing machine;
- (3) operating a chocolate neapolitan machine;
- (4) operating a liquorice extruder;
- (5) operating a lozenger cutting and stamping machine;
- (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;
- (7) operating a moulding machine and for the purposes of this definition a moulding machine means a machine in which the shape of the individual sweet is given to it by the pouring of liquid sweet material into permanent moulds of the shape concerned;
- (8) operating a packet making and filling machine;
- (9) operating a power-driven paper or board guillotine;
- (10) operating a power-driven scoring machine;
- (11) operating a starch or master mogul machine;
- (12) assembling orders;
- (13) boiling sugar;
- (14) building up, shaping, striping or decorating paste goods;
- (15) cleaning or sorting cocoa beans, nuts or other raw materials;
- (16) crystallising;
- (17) cutting to size or crushing fruit or other raw materials;
- (18) depositing or pouring liquid mass into starch or other moulding material;
- (19) feeding or pouring ingredients, including syrup, into revolving pans;
- (20) feeding machines, other than feeding specifically mentioned in the definition "labourer";
- (21) filling and weighing containers other than to set scale;

- (22) lekkergoed met die vinger of vurk merk of andersins versier;
 - (23) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate, uitgesonderd sjokolade of fourree, insit of insteek;
 - (24) kortondose maak maar nie deur voubare dose van plat materiaal te vou nie;
 - (25) lekkergoed of lekkergoedmassa giet, fatsoeneer, ontvorm of ingiet (uitgesonderd die genoem in item 35 van die woordskrywing van „arbeider”);
 - (26) enige kragmasjien bedien wat nie elders in hierdie woordskrywing genoem word nie;
 - (27) goedere vir voorraad verpak maar nie verpakte artikels van dieselfde grootte en getal plaas in houers wat spesiaal gemaak is om dit te bevat nie;
 - (28) voorbereiding of meng, uitgesonderd in werksaamhede ingesluit in die woordskrywing van „arbeider”;
 - (29) lekkergoed in houers met die hand inpak volgens getal, grootte, gewig, rangskikking of tipe;
 - (30) klaargemengde geursels ingiet;
 - (31) deeg, pasta of ander preparate van suiker of sjokolade trek, laat loop, rol, sny of uitstamp, maar nie suikerstokke of teesuiker met die hand rol nie;
 - (32) kakaobone, neute, vrugte of ander grondstowwe brand of kook sonder verantwoordelikheid te neem vir die graad van die brand- of kookwerk;
 - (33) pakkies of sakke van sellulosefilm gemaak, verseël;
 - (34) neute of vrugte uitdop, pitte uithaal, skil of droogmaak;
 - (35) steentjewerk, nie elders spesifiek in hierdie klousule genoem nie;
 - (36) lekkergoed sorteer, maar nie sorteer soos genoem in item 21 van die woordskrywing van „arbeider” nie;
 - (37) ’n papier- of bordvalmes bedien wat met die hand of voet werk;
 - (38) inkepmasjien bedien wat met die hand of voet werk;
 - (39) die kiem uit kakaobone uitwan of verwyder;
 - (40) weeg, uitgesonderd volgens ’n gestelde skaal, of meet, uitgesonderd volgens ’n vasgestelde maat;
 - (41) lekkergoed met die hand toedraai;
- „algemene werker, gekwalifiseer,” ’n algemene werker met minstens 18 maande ondervinding;
- „algemene werker, ongekwalifiseer,” ’n algemene werker met minder as 18 maande ondervinding;
- „groepleier” ’n werknemer wat onder toesig van ’n voorman of assistent-voorman, beheer het en toesig uitoefen oor die werk van ’n groep algemene werkers;
- „aansporingsloonwerk,” enige stelsel waarvolgens ’n werknemer se besoldiging gebaseer is op die hoeveelheid of opbrengs van werk gedoen;
- „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede of pligte verrig:—
- (1) Seëls op briewe en pakkies plak en pakkies of ander artikels vir die pos of andersins toedraai, of ’n hand-frankeermasjien bedien;
 - (2) met die hand houdose van duie inmeekaarsit of klaargemaakte karton- of veseldose of dergelike houers met die hand inmeekaar- of vasi;
 - (3) ’n ambagsman of onderhouer help deur artikels of gereedskap vas te hou of andersins saam met hom te werk uitgesonderd deur die onafhanklike uitoefening van enige geskoolde ambag;
 - (4) artikels dra, optel of stapel of artikels of voertuie verskuif, uitgesonderd deur die gebruik van enige kragtoestel;
 - (5) rantsone kook of tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of sy werkgewer bedien;
 - (6) briewe, boodskappe of goedere aflewer of vervoer, te voet, of deur middel van ’n fiets, driewieler of ander hand- of voetvoertuig;
 - (7) panne, sjokoladeketels, tempermasjiene, raffineerders, roostermasjiene, uitwanmasjiene, vormmasjiene of meule leegmaak;
 - (8) stysel in „buck”-masjiene voer;
 - (9) masjiene vul of van masjiene afneem;
 - (10) pos vou of in koeverte plaas;
 - (11) tuinwerk, nl. onder toesig plant, spit, hark, grassny of natmaak, of tuingrond of -materiaal meng of strooi, of heinings snoei of knip, of paaie of paadjies skoonmaak of vee;
 - (12) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of bouwerke afwit of ontsmet;
 - (13) op- of aflaai;
 - (14) vure maak en aan die brand hou of afval of as verwyder;
 - (15) dose, sakke of ander houers merk, brandmerk, sjabloneer of etiketter;
 - (16) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
 - (17) dose, sakke of ander houers oop- of toemaak;
 - (18) ’n hystoestel of goederehysbak bedien;
 - (19) gepakte artikels van eenvormige grootte en getal in houers pak wat spesiaal gemaak is om dit te bevat;
 - (20) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;
 - (21) gebreekte lekkers of stukkie lekkers of afsnysels verwyder;

- (22) finger marking or fork marking or otherwise decorating sweets;
 - (23) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
 - (24) making cardboard boxes other than by folding of collapsible boxes from the flat;
 - (25) moulding, shaping, demoulding or pouring sweets or sweet mass (other than as referred to in item 35 of the definition “labourer”);
 - (26) operating any power-driven machine not elsewhere mentioned in this definition;
 - (27) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
 - (28) preparing or mixing other than in operations included in the definition “labourer”;
 - (29) packing sweets into containers by hand according to number, size, weight, arrangement or type;
 - (30) pouring ready-mixed flavours;
 - (31) pulling, running, rolling, cutting or stamping dough, paste, or other preparations of sugar or chocolate other than rolling sugar sticks or rock by hand;
 - (32) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
 - (33) sealing packets or bags of cellulose film;
 - (34) shelling, stoning, peeling or drying nuts or fruit;
 - (35) slab work, not elsewhere specifically mentioned in this clause;
 - (36) sorting sweets other than sorting referred to in item 21 in the definition “labourer”;
 - (37) using a hand or foot operated paper or board guillotine;
 - (38) using a hand or foot operated scoring machine;
 - (39) winnowing or removing the germ from cocoa beans;
 - (40) weighing, other than to set scale, or measuring other than to or with fixed measure;
 - (41) wrapping sweets by hand;
- “general worker, qualified,” means a general worker who has had not less than eighteen months’ experience;
- “general worker, unqualified,” means a general worker who has had less than eighteen months’ experience;
- “group leader” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of general workers;
- “incentive rates work” means any system under which an employee’s remuneration is based on the quantity or output of work done;
- “labourer” means an employee who is engaged in any one or more of the following duties or operations:—
- (1) Affixing postage stamps on letters, parcels, and the wrapping of parcels or other articles for postage or otherwise, or using a manually operated franking machine;
 - (2) assembling wooden boxes from shooks by hand or assembling or setting up by hand ready-made cardboard or fibre board boxes or similar containers;
 - (3) assisting an artisan or a maintenance man by holding articles or tools otherwise working with him other than by the independent use of any skilled trade;
 - (4) carrying, lifting or stacking articles or moving articles or vehicles other than by the use of any power-driven device;
 - (5) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (6) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;
 - (7) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;
 - (8) feeding starch into “buck” machines;
 - (9) filling machines or taking off from machines;
 - (10) folding or enveloping mail;
 - (11) gardening work, i.e. planting under supervision, digging, raking, mowing or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
 - (12) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;
 - (13) loading or unloading;
 - (14) making or maintaining fires or removing refuse or ashes;
 - (15) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;
 - (16) oiling or greasing machinery or vehicles, other than motor vehicles;
 - (17) opening or closing boxes, bags, sacks, or other containers;
 - (18) operating a hoist or goods lift;
 - (19) placing packed articles of uniform size and number into containers specially made to contain them;
 - (20) removing, emptying, cleaning or replacing sanitary pails;
 - (21) removing broken sweets or sweet fragments or offcuts;

- (22) suikerstokke of teesuiker met die hand rol;
- (23) bestanddele in stoom- of ander panne roer uitgesonderd die affees van termometers of die regulering van stoomdruk;
- (24) diere oppas, in- of uitspan;
- (25) die handvat van 'n handmasjien draai of die pedaal van 'n voetmasjien trap;
- (26) rubber- of ander stempels gebruik wanneer geen seleksie of diskresie nodig is nie;
- (27) persele of diere of masjinerie, skinkborde, panne, blikke, dose, vorms, implemente, gereedschap, werktuie, meubels, voertuie of ander artikels was of andersins skoonmaak;
- (28) op 'n gestelde skaal weeg of herhaaldelik meet volgens of met 'n vasgestelde maat;
- (29) papier, sellulosefilm of dergelike materiaal met die hand volgens 'n vasgestelde maat sny;
- (30) bakke wat stysel, kokosneut, vermicelli of dergelike materiaal bevat, met die hand vul, gelykmaak of leegmaak;
- (31) grootmaathouers vul of leegmaak of klaargemaakte lekkers in grootmaat meng;
- (32) lekkergoed met die hand breë, losmaak en vanmekaarmaak;
- (33) lekkergoed of ander materiaal plaas op vervoerders, vervoerbande, stortgeute of vibreerders of lekkergoed of ander materiaal afhaal van sodanige vervoerders, vervoerbande, stortgeute of vibreerders;
- (34) stysel deur middel van 'n lugblaser, handsif of borsel uit lekkergoed verwyder of stysel met die hand sif;
- (35) lekkergoed verwyder uit die bakke waarin hulle gevorm is;
- (36) droë suiker met die hand strooi;

„wet” ook die gemeenereg;

„onderhouer”, 'n werknemer, uitgesonderd 'n ambagsman, wat persele, masjinerie, installasie, meubels of ander uitrusting onderhou en wat houtbakke kan maak en enige werk verrig in verband met die installering van masjinerie;

„militêre opleiding” die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„motorvoertuig” uitgesonderd in die woordskrywings „chauffeur”, „arbeider” en „monsterjong”, enige meganiese voertuig wat gebruik word vir die vervoer of aflewering van goedere en sluit 'n „voorhaker” in;

„nagskof”, enige werktydperk waarvan die grootste gedeelte tussen 6 nm. en 7 vm. val;

„n masjien bedien”, ook die versorging, aansit of stopsit van die masjien en kan voer, vul, afneem of wegneem omvat;

„deeltydse motorvoertuigbestuurder” 'n werknemer wat hoogstens altesaam twee uur op 'n dag 'n motorvoertuig bestuur;

„monsterjong”, 'n werknemer wat 'n handelsreisiger vergesel op sy rondtes en hom help met die pak, uitpak of uitstalling van sy monsters en wat die motorvoertuig wat die handelsreisiger gebruik, vir sy werk, kan bestuur;

„vasgestelde skaal”, 'n skaal wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike weeg van goedere volgens slegs een gewig, maar dit sluit nie 'n veerskaal in nie;

„korttyd”, 'n tydelike vermindering van die getal gewone werkeure as gevolg van 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval of weens slapte in die bedryf of tekort aan grondstowwe;

„pakhuisman”, 'n werknemer wat algemene beheer oor voorrade of voltooide produkte het en wat verantwoordelik is om goedere in 'n opbergingsplek of pakhuis te ontvang, te bewaar, in of uit te pak of goedere uit 'n opbergingsplek of pakhuis aan die verbruiksafdeling in 'n inrigting te lewer of te versend;

„lekkergoed”, lekkergoed of sjokolade;

„lekkergoedmaker”, 'n werknemer wat aan die bestuur of voorman verantwoordelik is vir die werksaamhede en die mate waarin die werksaamhede toegepas word, met betrekking tot—

- (a) die maak van 'n lekkergoedmassa in enige kookpot;
- (b) die behandeling van 'n lekkergoedmassa met inbegrip van kleur, geur, byvoeging van speserye, neut, vrugte of ander bestanddele byvoeg totdat die lekkergoedmassa uiteindelik gereed is om toegedraai, uitgegooi, gesny, gevorm of andersins gefabriseer te word;
- (c) die rooster, uitwan of kook van kakaobootjies of neut of die bewerking van sjokolade (uitgesonderd die smelt van klaargemaakte couverture) totdat dit gereed is om ingedoopt te word, of as lagies aan te bring, of gevorm, uitgegooi, toegedraai of andersins gefabriseer te word;
- (d) panwerk;
- (e) die maak van gekondenseerde melk;
- (f) die maak van konfyt;

en wat enige van die pligte genoem in enigeen of al die paragrawe (a) tot en met (f) hiervan kan verrig;

- (22) rolling sugar sticks or rock by hand;
- (23) stirring ingredients in steam or other pans, excluding the reading of thermometers or regulating steam pressure;
- (24) tending, harnessing or unharnessing animals;
- (25) turning the handle of a hand operated machine or pressing the pedal of a foot operated machine;
- (26) using rubber or other stamps, when no selection or discretion is involved;
- (27) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
- (28) weighing to a set scale or repetition measuring to or with a fixed measure;
- (29) cutting paper, cellulose film or similar material by hand to set measure;
- (30) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli or similar materials;
- (31) filling or emptying bulk containers or mixing finished sweets in bulk;
- (32) loosening, breaking or separating sweets by hand;
- (33) placing sweets or other materials on to conveyors, conveyer belts, chutes or vibrators, or taking off sweets or other materials from such conveyors, conveyor belts, chutes or vibrators;
- (34) removing starch from sweets by air blower, hand sieve or brush or sieving starch by hand;
- (35) removing sweets from trays in which they were moulded;
- (36) sanding by hand;

„law” includes the common law;

„maintenance man” means an employee, other than an artisan, engaged in keeping in repair premises, machinery, plant, furniture or other equipment and who may make wooden trays and perform any work connected with the installation of machinery;

„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 he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

„motor vehicle”, except in the definitions „chauffeur”, „labourer” and „sample boy”, means any mechanically propelled vehicle used for the conveyance or delivery of goods and includes a mechanical horse;

„night shift” means any period of work the major portion of which falls between 6 p.m. and 7 a.m.;

„operating a machine” includes tending, starting and stopping a machine and may include the feeding, filling, taking off or withdrawing;

„part-time motor vehicle driver” means an employee who is engaged as a driver of a motor vehicle for not more than two hours in the aggregate of any day;

„sample boy” means an employee who accompanies a traveller on his rounds and assist him in packing, unpacking or displaying his samples, and who may drive the motor vehicle used by the traveller in the performance of his duties;

„set scale” means a scale which has been set by an employee, other than a labourer, for the repetition weighing of goods to only one weight but does not include a spring scale;

„short-time” means a temporary reduction in the number of ordinary hours of work owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency or owing to slackness of trade or shortage of raw materials;

„storeman” means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing, or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

„sweets” means sweets or chocolates;

„sweetmaker” means an employee who is responsible to the management or a foreman for the operations and the degree to which the operations are applied, involved in—

- (a) the making of a sweet mass in any cooking vessel;
- (b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;
- (c) the roasting, winnowing or boiling of cocoa beans or nuts or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or formed, poured, wrapped or otherwise fabricated;
- (d) panning;
- (e) the making of condensed milk; or
- (f) the making of jam;

and who may perform any of the duties listed in any or all of paragraphs (a) to (f), inclusive, hereof;

„lekkergoedmaker, gekwalifiseer,” ’n lekkergoedmaker met minstens vyf jaar ondervinding;
 „lekkergoedmaker, ongekwalifiseer,” ’n lekkergoedmaker met minder as vyf jaar ondervinding;
 „Lekkergoednywerheid”, sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed of dié handelsartikels of bestanddele, wat deur enigeen van die werknemers van sodanige werkgewers uitgeoefen word; en

(a) die vervaardiging van alle handelsartikels of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur dié werkgewers en werknemers wat die vervaardiging van lekkergoed uitoeven; en
 (b) alle werksaamhede, wat hoort tot of die gevolg is van die vervaardiging van lekkergoed of dié handelsartikels of bestanddele, wat deur enigeen van die werknemers van sodanige werkgewers uitgeoefen word;
 „sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word;
 „handelsreisiger”, ’n werknemer wat as ’n reisigende verteenwoordiger van ’n inrigting en namens sodanige inrigting bestellings van persone vir die verkoop of voorsiening aan hulle van goedere, werk of aanvaar;
 „handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;
 „handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;
 „onbelaste gewig”, die gewig van enige motorvoertuig of sleepwa soos aangetoon in ’n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur enige owerheid wat by wet-gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;
 „loon”, dié gedeelte van die besoldiging wat in geld betaal moet word aan die werknemer ten opsigte van sy gewone werktuig;
 „wag”, ’n werknemer wat persele of ander eiendom bewaak;
 „welsynsbeampte”, ’n werknemer wat as ’n verpleegster geregistreer is kragtens die Wet op Verpleegsters, 1944, of wat ’n geldige bekwaamheidsertifikaat vir noodhulp besit wat deur enigeen van die onderstaande organisasies uitgereik is:—

- (a) Die Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulance Association;
- (c) Die Suid-Afrikaanse Noodhulppliga;

en wat toesig hou oor die noodhulpkamer.

(2) Vir die toepassing van hierdie Ooreenkoms word dit beskou dat ’n werknemer in die klas is waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat die werkgewer aan elkeen van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder gemeld.—

	Per week R c
Ambagsman	16 00
Assistent-versendingsklerk	9 00
Assistent-voorman, vrou	11 00
Assistent-voorman, man	16 00
Assistent-pakhuisman	9 50
Ketelbediener	5 00
Chaufeur	6 00
Klerklike werknemer, gekwalifiseer, vroulik	8 31
Klerklike werknemer, ongekwalifiseer, vroulik—	
Gedurende eerste jaar ondervinding	4 62
Gedurende tweede jaar ondervinding	5 53½
Gedurende derde jaar ondervinding	6 45
Gedurende vierde jaar ondervinding	7 38½
Klerklike werknemer, manlik, gekwalifiseer	12 69½
Klerklike werknemer, manlik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding	4 62
Gedurende tweede jaar ondervinding	6 45
Gedurende derde jaar ondervinding	8 30
Gedurende vierde jaar ondervinding	10 15
Gedurende vyfde jaar ondervinding	12 00
Kleedkamerbediende	5 75
Versendingsklerk, vrou	11 00
Versendingsklerk, man	14 00
Bestuurder van ’n motorvoertuig	10 00
Voorman, vrou	13 00
Voorman, man	19 00
Algemene werker, gekwalifiseer	6 00
Algemene werker, ongekwalifiseer—	
Gedurende eerste drie maande ondervinding	3 75
Gedurende tweede drie maande ondervinding	4 25
Gedurende derde drie maande ondervinding	4 75
Gedurende vierde drie maande ondervinding	5 25
Gedurende vyfde drie maande ondervinding	5 50
Gedurende sesde drie maande ondervinding	5 75
Groepleier	8 00
Arbeider, vrou, 18 jaar en ouer	2 70
Arbeider, vrou, jonger as 18 jaar	2 05

„sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;
 „sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;
 „Sweet Manufacturing Industry” means, without in any way limiting the ordinary meaning of the term, the Industry in which employers and employees are associated for the manufacture of sweets in establishments which are factories for the purpose of the Factories, Machinery and Building Work Act, 1941, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients, carried on by any of the employees of such employers;

„trailer” means any conveyance drawn by a motor vehicle;

„traveller” means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods;

„traveller, qualified,” means a traveller who has had not less than four years’ experience;

„traveller, unqualified,” means a traveller who has had less than four years’ experience;

„unladen weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

„wage” means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work;

„watchman” means an employee engaged in guarding premises or other property;

„welfare officer” means an employee who is registered as a nurse in terms of the Nursing Act, 1944, or who holds a current certificate of competency in first-aid issued by any of the following organisations:—

- (a) The Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Die Suid-Afrikaanse Noodhulppliga;

and who is in charge of a first-aid room.

(2) For the purposes of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

(1) The minimum wage which shall be paid by the employer to each of the undermentioned classes of his employees shall be as set out hereunder:—

	Per Week. R c
Artisan	16 00
Assistant despatch clerk	9 00
Assistant foreman, female	11 00
Assistant foreman, male	16 00
Assistant storeman	9 50
Boiler attendant	5 00
Chaufeur	6 00
Clerical employee, female, qualified	8 31
Clerical employee, female, unqualified—	
during 1st year of experience	4 62
during 2nd year of experience	5 53½
during 3rd year of experience	6 45
during 4th year of experience	7 38½
Clerical employee, male, qualified	12 69½
Clerical employee, male, unqualified—	
during 1st year of experience	4 62
during 2nd year of experience	6 45
during 3rd year of experience	8 30
during 4th year of experience	10 15
during 5th year of experience	12 00
Cloakroom attendant	5 75
Despatch clerk, female	11 00
Despatch clerk, male	14 00
Driver of motor vehicle	10 00
Foreman, female	13 00
Foreman, male	19 00
General worker, qualified	6 00
General worker, unqualified—	
during first three months of experience	3 75
during 2nd three months of experience	4 25
during 3rd three months of experience	4 75
during 4th three months of experience	5 25
during 5th three months of experience	5 50
during 6th three months of experience	5 75
Group leader	8 00
Labourer, female, 18 years and over	2 70
Labourer, female, under 18 years of age	2 05

	Per Week. R c
Arbeider, man, 18 jaar en ouer—	
Gedurende eerste twaalf maande ononderbroke diens by dieselfde werkgever ...	3 75
Gedurende tweede twaalf maande ononderbroke diens by dieselfde werkgever ...	3 85
Gedurende derde twaalf maande ononderbroke diens by dieselfde werkgever ...	3 75
Daarna, gedurende ononderbroke diens by dieselfde werkgever ...	4 05
Arbeider, man, jonger as 18 jaar ...	2 55
Onderhouer ...	11 50
Deeltydse motorvoertuigbestuurder ...	5 00
Monsterjong ...	5 25
Pakhuisman, vrou ...	11 00
Pakhuisman, man ...	14 00
Lekkergoedmaker, gekwalifiseer ...	16 00
Lekkergoedmaker, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding ...	3 50
Gedurende tweede ses maande ondervinding ...	4 75
Gedurende derde ses maande ondervinding ...	6 00
Gedurende vierde ses maande ondervinding ...	7 25
Gedurende vyfde ses maande ondervinding ...	8 50
Gedurende sesde ses maande ondervinding ...	9 75
Gedurende sewende ses maande ondervinding ...	11 00
Gedurende agste ses maande ondervinding ...	12 25
Gedurende negende ses maande ondervinding ...	13 50
Gedurende tiende ses maande ondervinding ...	14 75
Handelsreisiger, gekwalifiseer ...	23 07½
Handelsreisiger ongekwalifiseer—	
Gedurende eerste jaar ondervinding ...	13 85
Gedurende tweede jaar ondervinding ...	16 15
Gedurende derde jaar ondervinding ...	18 46
Gedurende vierde jaar ondervinding ...	20 77
Wag ...	5 00
Welsynsbeampte ...	9 00

Los werknemer.—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens die weekloon, of in die geval 'n stygende loonskaal, die weekloon van 'n gekwalifiseerde werknemer betaal word wat voorgeskryf word vir 'n werknemer wat dieselfde klas werk verrig as wat van sodanige los werknemer vereis word om te doen, gedeel deur vyf, plus tien persent.

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

(3) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers, vereis of hom toelaat om vir meer as een uur altesaam op 'n dag, of benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

in subklousule (1) voorgeskryf word, moet daardie werknemer ten opsigte van dié dag soos volg betaal:—

- In die geval genoem in paragraaf (a), minstens die daaglikse loon bereken op die hoër weeklikse skaal; en
- in die geval genoem in paragraaf (b), minstens die daaglikse loon bereken op die hoogste weeklikse skaal van toepassing op gekwalifiseerde werknemers van 'n hoër klas van dieselfde geslag;

met dien verstande dat as 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) *Nagskofbesoldigings*.—'n Werknemer wat op nagskof werk, moet vir elke sodanige skof minstens sy daaglikse loon plus twintig persent betaal word; met dien verstande dat hierdie subklousule nie van toepassing is op 'n wag of 'n werknemer wie se teenwoordigheid in die nag nodig is in verband met die verkoelinginstallasie of die opwekking van hitte, stoom of elektrisiteit nie.

(5) *Reistoelae en -onkoste*.—Benewens die besoldiging in hierdie Ooreenkoms voorgeskryf—

- moet 'n handelsreisiger wat sy werkgever se motorvoertuig gebruik of verplig is om per trein of met enige ander vervoermiddel, uitgesonderd sy eie, te reis, deur sy werkgever vergoed word vir alle redelike vervoeruitgawes wat hy aangegaan het in die vervulling van sy pligte, en vir die toepassing van hierdie subklousule word dit beskou dat die bewaring van 'n motorvoertuig snags in 'n garage 'n reisuittgawe is;
- moet 'n handelsreisiger wat verplig is om motorvervoer te verskaf vir die uitvoering van sy pligte, deur sy werkgever 'n insluitende reistoelae betaal word van minstens sewe sent vir elke myl gereis in die nakoming van sy pligte.

	Per Week. R c
Labourer, male, 18 years and over—	
During 1st twelve months of uninterrupted employment with the same employer ...	3 75
During 2nd twelve months of uninterrupted employment with the same employer ...	3 85
During 3rd twelve months of uninterrupted employment with the same employer ...	3 95
Thereafter, during uninterrupted employment with the same employer ...	4 05
Labourer, male, under 18 years of age ...	2 55
Maintenance man ...	11 50
Part-time motor vehicle driver ...	5 00
Sample boy ...	5 25
Storeman, female ...	11 00
Storeman, male ...	14 00
Sweetmaker, qualified ...	16 00
Sweetmaker, unqualified—	
During 1st six months of experience ...	3 50
During 2nd six months of experience ...	4 75
During 3rd six months of experience ...	6 00
During 4th six months of experience ...	7 25
During 5th six months of experience ...	8 50
During 6th six month of experience ...	9 75
During 7th six months of experience ...	11 00
During 8th six months of experience ...	12 25
During 9th six months of experience ...	13 50
During 10th six months of experience ...	14 75
Traveller, qualified ...	23 07½
Traveller, unqualified—	
During 1st year of experience ...	13 85
During 2nd year of experience ...	16 15
During 3rd year of experience ...	18 46
During 4th year of experience ...	20 77
Watchman ...	5 00
Welfare Officer ...	9 00

Casual employee.—A casual employee shall be paid for each day or part of a day of employment, not less than the weekly wage, or in the case of a rising scale, the weekly wage of a qualified employee, prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by five, plus ten per cent.

(2) *Basis of Contract*.—For the purposes 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 clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) read with sub-clause (3) for an employee of his class whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 6 or less.

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

- a wage higher than that of his own class, or
- 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 in respect of that day—

- in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and
- in the case referred to in paragraph (b) not less than the daily wage calculated on the highest weekly rate applicable to qualified employees of higher class of the same sex;

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

(4) *Night Shift Remuneration*.—An employee employed on night shift shall be paid for each such shift not less than his daily wage plus twenty per cent; provided that this sub-clause shall not apply to a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of heat, steam or electricity.

(5) *Transport Allowance and Expenses*.—In addition to the remuneration prescribed in this Agreement—

- a traveller, who uses his employer's motor transport or who is required to travel by train or any other, but his own, means of conveyance, shall be reimbursed by his employer all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this sub-clause the overnight garaging of motor transport shall be deemed to be a transport expense;
- a traveller, who is required to provide motor transport for the performance of his duties, shall be paid by his employer an inclusive transport allowance of not less than seven cents for each mile travelled in the performance of his duties.

(6) *Verblyfstoelae en -onkoste*.—Benewens die besoldiging in hierdie Ooreenkoms voorgeskryf—

(a) moet 'n handelsreisiger wat op 'n reis wat onderneem word ter nakoming van sy pligte, vir 'n tydperk van meer as ses agtereenvolgende ure van sy woonplek en die inrigting van sy werkgewer afwesig is—

(i) deur sy werkgewer vergoed word vir alle redelike uitgawes wat hy aangaan om vir hom etes en tee gedurende elke sodanige tydperk van afwesigheid te verkry wat nie oor 'n nag strek nie;

(ii) deur sy werkgewer 'n verblyfstoelae van minstens twee rand vyf-en-twintig sent betaal word vir elke nag, as sodanige tydperk van afwesigheid oor een of meer nagte strek;

(b) moet 'n monsterjong wat 'n handelsreisiger vergesel op enige reis wat die handelsreisiger ter nakoming van sy pligte onderneem, vir 'n tydperk van meer as ses agtereenvolgende ure van sy woonplek en die inrigting van sy werkgewer afwesig is—

(i) deur sy werkgewer vergoed word vir alle redelike uitgawes wat hy aangaan om vir hom etes en tee gedurende elke sodanige tydperk van afwesigheid te verkry wat nie oor 'n nag strek nie;

(ii) deur sy werkgewer 'n verblyfstoelae van minstens vyftig sent betaal word vir elke nag, as sodanige tydperk van afwesigheid oor een of meer nagte strek;

met dien verstande dat, die uitdrukking „nag” vir die toepassing van hierdie subklousule 'n tydperk tussen 11 nm. en 4 vm. beteken.

(7) (a) Alle toelaes en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer verskuldig is, moet deur die werkgewer binne sewe dae nadat die werknemer 'n eis daarvoor ingestel het, vereffen word; met dien verstande dat 'n werknemer sodanige eise binne een maand nadat hy daartoe geregtig word, moet indien, maar hy kan nie meer as een eis in 'n week indien nie.

(b) Die werkgewer kan van sy handelsreisiger vereis om sy eis so op te stel dat dit die volgende aantoon:—

(i) Die middel waarmee gereis is of die aard van enige ander uitgawe waarvoor vergoeding geëis word ten opsigte van enige eis kragtens subklousule (5) (a);

(ii) die getal myle elke dag gereis, die plekke waar daar aangegaan is en wat die reis nodig gemaak het en, behalwe in munisipale gebiede, die roete wat gevolg is, ten opsigte van enige eis kragtens subklousule (5) (b);

(iii) die tye waarop elke tydperk van afwesigheid begin en afgesluit het ten opsigte van enige eis kragtens subklousule (6) (a);

en om 'n handelsreisiger in staat te stel om aan sodanige vereiste te voldoen, moet sodanige handelsreisiger gepaste rekords hou.

(8) *Berekening van lone*.—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon te deel deur—

(i) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;

(ii) ses, in die geval van 'n werknemer wat 'n sesdagweek werk;

(iii) sewe, in die geval van 'n werknemer wat 'n sewedagweek werk;

(b) Die maandloon van 'n werknemer word bereken teen die skaal van vier en 'n derde maal sy weekloon.

(c) Die weekloon van 'n maandelikse werknemer word bereken deur sy maandelikse loon deur vier en 'n derde te deel.

(9) *Lewenskostetoelaes*.—Benewens die lone voorgeskryf in hierdie klousule moet aan alle werknemers lewenskostetoelaes betaal word van minstens dié voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig.

(10) Niks in hierdie Ooreenkoms kan die lone wat aan 'n werknemer betaal is voor die datum van hierdie Ooreenkoms, verminder nie.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens soos bepaal in klousules 4 (7) en 7 (4) moet elke bedrag wat aan 'n werknemer uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of as die werkgewer en werknemer daartoe ooreengekom het, maandeliks per tjek betaal word gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging as dit plaasvind voor die gewone betaaldag en dit moet in 'n koeverf of houer wees wat die volgende aandui, of vergesel gaan van 'n staat wat die volgende aandui: Die werkgewer se naam, die werknemer se naam en beroep, die getal gewone ure, oortydure of nagskofte gewerk, besonderhede van enige aftrekkings gemaak, die verskuldigde besoldiging en die tydperk ten opsigte waarvan die betaling gedoen word.

(2) *Ten werknemers*.—Die werkgewer moet die besoldiging wat aan sy los werknemers verskuldig is, in kontant by diensbeëindiging betaal.

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

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

(5) *Etes en huisvesting*.—Behoudens, soos bepaal in die *Naturrelle (Stadsgebiede) Wet, 1945*, mag die werkgewer sy werknemer nie verplig om etes en/of huisvesting van hom of van 'n persoon of plek wat hy aanwys, aan te neem nie.

(6) *Subsistence Allowance and Expenses*.—In addition to the remuneration prescribed in this Agreement—

(a) a traveller, who on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be—

(i) reimbursed by his employer all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night; or

(ii) paid by his employer a subsistence allowance of not less than two rand twenty-five cents for each night where such absence extends over one or more nights;

(b) a sample boy, who accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place or residence and his employer's establishment for any period in excess of six consecutive hours, shall be—

(i) reimbursed by his employer all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night; or

(ii) paid by his employer a subsistence allowance of not less than fifty cents for each night where such absence extends over one or more nights;

provided that for the purposes of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(7) (a) Any allowances and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by the employer within seven days of the employee's written claim therefor; provided that an employee shall submit any such claim within one month of entitlement but he shall not submit more than one claim in any one week.

(b) The employer may require his traveller to frame any claim so that it shall reflect—

(i) the mode of travel employed or nature of any other expense for which reimbursement is claimed, in respect of any claim in terms of sub-clause (5) (a);

(ii) the mileage travelled each day, the points of call necessitating such travelling and, except in municipal areas, the route followed, in respect of any claim in terms of sub-clause (5) (b);

(iii) the times of commencement and ending of each period of absence in respect of any claim in terms of sub-clause (6) (a);

and to enable a traveller to comply with such a requirement, such traveller shall maintain suitable records.

(8) *Calculation of Wages*.—(a) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by—

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of an employee who works a six-day week;

(iii) seven, in the case of an employee who works a seven-day week.

(b) The monthly wage of an employee shall be calculated at the rate of four and a third times his weekly wage.

(c) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and a third.

(9) *Cost of Living Allowances*.—In addition to the wages prescribed in this clause, all employees shall be paid cost of living allowances which shall not be less than those prescribed by War Measure No. 43 of 1942, as amended.

(10) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee prior to the date of this Agreement.

5. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees*.—Save as provided in clauses 4 (7) and 7 (4), any amount due to an employee other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, during the hours of work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name and occupation, the number of ordinary hours, overtime hours or night shift worked, details name, the employee's name and occupation, the number of any deductions made, the remuneration due and the period in respect of which the payment is made.

(2) *Casual Employees*.—The employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

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

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

(6) *Boetes en aftrekkings.*—Die werkgewer mag sy werknemer geen boetes ople, nóg aftrekkings van sy werknemer se besoldiging maak nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer 'n aftrekking vir verlof-, siektebystands-, versekerings-, spaar-, voorsorgs-, of pensioenfondse;
- behalwe waar anders bepaal in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, behalwe op instruksie of op versoek van die werkgewer, 'n aftrekking in verhouding tot die tydperk van afwesigheid, bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- 'n aftrekking van 'n bedrag wat die werkgewer kragtens wet op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- as 'n werknemer toestem, of hy kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedraë:—

	Per Week.	Per Maand.
	R. c.	R. c.
Etes	0 40	1 74
Huisvesting	0 20	0 87
Etes en Huisvesting	0 60	2 60

- wanneer die gewone werkure, in klousule 6 voorgeskryf, verminder word weens korttyd, ten opsigte van elke uur van die vermindering, 'n aftrekking van die werknemer se weekloon gedeel deur 45; met dien verstande dat dié aftrekking nie meer is as een kwart van die weekloon van die werknemer nie, ongeag die getal ure waarmee die gewone werkure verminder word; en voorts met dien verstande dat geen aftrekkings gedoen word nie—

- in die geval van korttyd wat ontstaan deur slapte in die bedryf of 'n tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens 24 uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;
- in die geval van korttyd wat ontstaan deur 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of 'n dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- 'n aftrekking vir enige geld deur die werkgewer aan sy werknemer geleen; met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer moet wees;
- behoudens die bepalings van subklousule (4) en met die skriftelike toestemming van sy werknemer, 'n aftrekking van enige bedrag verskuldig aan 'n werkgewer vir goedere deur sy werknemer van hom gekoop; met dien verstande dat sodanige aftrekking hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer moet wees;
- 'n aftrekking ten opsigte van elke openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte van Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n bedrag gelyk met sy dagloon;
- bydraes tot die Raad se fondse ingevolge klousule 17 van hierdie Ooreenkoms;
- ledegeld aan 'n werknemersorganisasie.

6. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYD.

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

- 45 in 'n week van hoogstens vyf agtereenvolgende dae van Maandag tot en met Vrydag;
- behoudens subparagraaf (i) hiervan, nege op 'n dag.

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

(3) *Eetpouse.*—Die werkgewer mag sy werknemer nie verplig of toelaat om vir meer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur, waarin sodanige werknemer nie verplig of toegelaat moet word om enige werk te verrig nie, en die pouse word nie as deel van die gewone werkure of oortydure beskou nie; met dien verstande dat—

- werktye wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word;
- as die pouse langer as een uur duur, alle tyd by een en 'n kwart uur as deel van die tyd gewerk, beskou moet word;
- 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen werk doen nie behalwe deur in beheer te wees en te bly van die voertuig en sy vrag, as daar 'n vrag is, dit beskou word dat vir die toepassing van hierdie subklousule daar nie gedurende sodanige pouse gewerk is nie.

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

- With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- except where otherwise provided in this Agreement whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which the employer, by any law or order of any competent court is required or permitted to make;
- whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R. c.	R. c.
Board	0 40	1 74
Lodging	0 20	0 87
Board and Lodging	0 60	2 60

- whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by forty-five; provided that such deduction shall not exceed one-fourth of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—

- in the case of short-time arising out of slackness of trade or shortage of raw materials unless the employer has given his employee not less than twenty-four hours' notice of his intention to reduce the ordinary hours of work;
- in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;
- a deduction for any money lent by the employer to his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- subject to the provisions of sub-clause (4) with the written consent of his employee, a deduction of any amount due to an employer, for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant or Christmas Day, on which an employee is permitted not to work, of an amount equal to his daily wage;
- contributions to the Council funds in terms of clause 17 of this Agreement;
- subscriptions to an employee's organisation.

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

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

- forty-five in any week of not more than five consecutive days from Monday to Saturday inclusive;
- subject to sub-paragraph (i) hereof, nine hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed nine on a day.

(3) *Meal Intervals.*—The employer shall not require or permit an employee to work for more than five hours continuously without one meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such intervals shall be deemed not to be part of the ordinary hours of work or overtime; provided that—

- periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;
- a driver of a motor vehicle, who during such an interval does not work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purpose of this sub-clause not to have worked during such interval.

(4) *Ruspouses.*—Die werkgewer moet 'n ruspouse van minstens 10 minute aan elke van sy werknemers toestaan so na as moontlik aan die middel van elke oggend- of middagwerktydperk, en gedurende dié pouse mag sodanige werknemer nie verplig of toegelaat word om enige werk te verrig nie en dit word beskou dat sodanige pouse deel is van die gewone werkure.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos in subklousules (3) en (4) bepaal, is alle werkure op 'n dag aaneenlopend.

(6) *Oortyd.*—Alle tyd waarin werk bo die maksimum getal ure verrig word wat in subartikels (1) en (2) voorgeskryf is, word as oortyd beskou.

(7) *Beperking van oortyd.*—Die werkgewer mag nie 'n werknemer verplig of toelaat om meer as die volgende oortydwerk te doen nie:—

- (a) Twee uur op 'n dag; met dien verstande dat in die geval van 'n werknemer wat 'n vyfdagweek werk, daar op 'n Saterdag vier uur oortyd gewerk mag word;
- (b) tien uur in 'n week.

(8) *Vroulike werknemers.*—Ondanks enige andersluidende bepalinge in subklousules (1) tot en met (7) mag die werkgewer nie 'n vroulike werknemer verplig of toelaat om soos volg te werk nie:—

- (a) Tussen 6-uur nm. en 6-uur vm.;
- (b) na 1-uur nm. op meer as vyf dae in 'n week;
- (c) oortyd vir langer as twee uur op 'n dag; uitgesonderd 'n werknemer wat 'n vyfdagweek werk en wat vier uur oortyd op 'n Saterdag mag werk;
- (d) oortyd op meer as drie agtervolgende dae;
- (e) oortyd op meer as 60 dae in 'n jaar;
- (f) oortyd na die voltooiing van haar gewone werkure vir langer as 'n uur op 'n dag, tensy hy—

- (i) voor die etenspouse van die dag sodanige werknemer daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n voldoende ete voorsien het voordat die oortyd begin; of
- (iii) sodanige werknemer minstens vyf-en-twintig sent betaal het met genoeg tyd om haar in staat te stel om 'n ete te bekom voordat die oortyd begin.

(9) *Besoldiging vir oortyd.*—(a) Die werkgewer moet sy werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, minstens een en 'n derde maal sy weekloon gedeel deur 45 betaal ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk; met dien verstande dat waar oortyd in 'n week bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, die basis wat die grootste bedrag vir oortyd gedurende die week gee, aangeneem moet word.

(b) Die werkgewer moet sy los werknemer wat oortyd werk, minstens een en 'n derde maal sy dagloon gedeel deur nege betaal ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk op 'n dag.

(10) *Voorbehoudsbepalinge.*—(a) Die bepalinge van hierdie klousule is nie van toepassing op 'n wag, handelsreisiger of monsterjong of 'n werknemer wat 'n loon van minder as R23-20 per week verdien nie.

(b) Die bepalinge van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk doen nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet die werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide 12 maande diens by hom—

- (a) in die geval van 'n handelsreisiger, monsterjong en 'n wag, 21 agtereenvolgende kalenderdae verlof toestaan;
- (b) in die geval van alle ander werknemers, 13 agtereenvolgende werkdade verlof toestaan;

en hy moet sodanige werknemer die volgende betaal:—

- (i) In die geval van 'n werknemer genoem in (a), minstens driemaal die weeklikse besoldiging waarop hy geregtig is by die aanvang van die verlof; en
- (ii) in die geval van 'n werknemer genoem in (b), vir elke dag van sodanige verlof minstens een vyfde van die weeklikse besoldiging waarop hy by die aanvang van die verlof geregtig is;

met dien verstande dat vir die toepassing van hierdie klousule die weeklikse besoldiging van 'n handelsreisiger wat kommissiewerk doen, bereken word deur die besoldiging wat aan hom betaalbaar is, deur 52 te deel kragtens sy ooreenkomstige ingevolge klousule 10 (6), gedurende die 12 maande onmiddellik voor die eerste dag van dié maand waarin sy verlof 'n aanvang neem, of as hy minder as twaalf maande sodanige diens het, deur die totale besoldiging wat aan hom betaalbaar is gedurende die tydperk van sodanige diens te deel deur die getal voltooide weke in sodanige tydperk; voorts met dien verstande dat die weekloon van 'n werknemer wat aansporingsloonwerk verrig kragtens klousule 10 (1), bereken moet word op die basis in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, uitengesit.

(2) Die verlof genoem in subklousule (1) word toegestaan op 'n tyd wat deur die werkgewer bepaal word; met dien verstande dat—

- (i) indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, of as die werkgewer en werknemer daarop ooreengekom het, die tydperk waarin sodanige verlof toegestaan mag word, verleng mag word tot 'n tydperk van hoogstens vier maande bereken vanaf die voltooiing van die 12 maande diens waarop die verlof betrekking het;

(4) *Rest Intervals.*—The employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the maximum number of hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

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

- (a) two hours on any day; provided that in the case of an employee who works a five-day week four hours' overtime may be worked on a Saturday;
- (b) ten hours in any week.

(8) *Female Employees.*—Notwithstanding anything to the contrary in sub-clauses (1) to (7) inclusive, the employer shall not require nor permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days in any week;
- (c) overtime for more than two hours on any day; other than that an employee who works a five-day week may work four hours' overtime on a Saturday;
- (d) overtime on more than three consecutive days;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) given notice thereof to such employee before the meal interval of that day; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and partake of a meal before the overtime is due to commence.

(9) *Payment for Overtime.*—(a) The employer shall pay to his employee, other than a casual employee, who works overtime, not less than one and a third times his weekly wage divided by forty-five in respect of each hour or part of an hour overtime worked; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(b) The employer shall pay to his casual employee who works overtime not less than one and a third times his daily wage divided by nine in respect of each hour or part of an hour overtime worked on any day.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a watchman, a traveller or a sample boy or an employee earning a wage of not less than R23.20 per week.

(b) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on emergency work.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) the employer shall grant to his employee, other than a casual employee, in respect of each completed twelve months employment with him—

- (a) in the case of a traveller, sample boy, and watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of all other employees, thirteen consecutive working days' leave;

and shall pay such employee—

- (i) in the case of an employee mentioned in (a) not less than three times the weekly remuneration to which he is entitled at the commencement of the leave; and
- (ii) in the case of an employee mentioned in (b) for each day of such leave not less than one-fifth of the weekly remuneration to which he is entitled at the commencement of the leave;

provided that for the purpose of this clause the weekly remuneration of a traveller who is employed on commission work shall be calculated by dividing by fifty-two, the remuneration payable to him, by virtue of his agreement in accordance with clause 10 (6) during the twelve months immediately preceding the first day of the month before that during which his leave commences, or if he has had less than twelve months such employment, then by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period; provided further that the weekly wage of an employee who is engaged on incentive rates' work in terms of clause 10 (1) shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) if such leave has not been granted earlier it shall be granted within two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding four months reckoned from the completion of the twelve months of employment to which the leave relates;

- (ii) die verloftydperk nie mag saamval met siekteverlof toegestaan kragtens klousule 8 en ook nie met enige tydperk van militêre opleiding wat die werknemer kragtens die Verdedigingswet, 1957, verplig is om mee te maak nie;
- (iii) indien Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, 'n verdere werkdag vir elke sodanige dag, by genoemde tydperk gevoeg word as 'n verdere verloftydperk en die werknemer 'n bedrag gelyk met sy daaglikse loon ten opsigte van elke sodanige dag bygevoeg, moet ontvang;
- (iv) die werkgever van sodanige verloftydperk enige dag geleentheidsverlof met volle besoldiging aan sy werknemer toegestaan, mag aftrek op sy werknemer se skriftelike versoek gedurende die tydperk van 12 maande diens waarop die jaarlikse verloftydperk betrekking het.

(3) Op versoek van 'n arbeider mag die werkgever, in plaas van die verlof vir dié arbeider voorgeskryf in subklousule (1), hom minstens die bedrag betaal wat die werkgever hom sou moes betaal ten opsigte van sodanige verlof as die verlof toegestaan was; met dien verstande dat sodanige betaling in plaas van verlof hoogstens een keer in twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgever mag geskied.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet op of voor die laaste werkdag voor die datum waarop die verlof begin, betaal word.

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende enige tydperk van 12 maande diens by dieselfde werkgever voor die verloftydperk in subklousule (1) voorgeskryf ten opsigte van die tydperk opgeloop het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige tydperk minstens die volgende betaal word:—

- (a) in die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), 'n kwart van die weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1), een twaalfde van die bedrag waarop hy geregtig sou wees vir 13 dae jaarlikse verlof teen 'n weekloon;

wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging; met dien verstande dat die werkgever na verhouding 'n aftrekking mag maak ten opsigte van enige verloftydperk aan 'n werknemer toegestaan kragtens die vierde voorbehoudsbepaling van subklousule (2), en voorts met dien verstande dat 'n werknemer wat die diens verlaat sonder die toestemming van sy werkgever of sonder om die tydperk, in klousule 13 voorgeskryf, kennis te gee en dit uit te dien, of sonder enige rede wat by wet as voldoende beskou word, nie op enige besoldiging kragtens hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat op 'n verloftydperk in subklousule (1) voorgeskryf, geregtig geword het en wie se dienskontrak beëindig word voor sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy sou ontvang het ten opsigte van die verlof as die verlof by die datum van beëindiging aan hom toegestaan was.

(7) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) met siekteverlof kragtens klousule 8 afwesig is;
- (c) op instruksie of op versoek van sy werkgever afwesig is;
- (d) militêre opleiding ingevolge die Verdedigingswet, 1957, moet meemaak;

wat altesaam in enige jaar hoogstens tien weke is ten opsigte van items (a), (b) en (c) plus die tydperk van enige opleiding in item (d) genoem, wat in daardie jaar meegemaak is en dit word beskou dat diens soos volg begin:—

- (i) In die geval van 'n werknemer wat voor hierdie Ooreenkoms van krag geword het, geregtig geword het op verlof kragtens enige wet, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing is maar wat nog nie daarkragtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer sy werkgever se diens betree het, of die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste.

(8) (a) Ondanks enige andersluidende bepalinge in hierdie klousule mag die werkgever vir die toepassing van jaarlikse verlof te eniger tyd maar hoogstens een keer in enige tydperk van 12 maande sy inrigting sluit vir 13 agtereenvolgende werkdade plus enige bykomende dae wat kragtens die derde voorbehoudsbepaling van subklousule (2) bygevoeg kan word.

(b) 'n Werknemer wat ten tye van die sluiting van 'n inrigting kragtens paragraaf (a) nie geregtig is op 'n volle tydperk van jaarlikse verlof in subklousule (1) voorgeskryf nie, moet ten opsigte van enige verlof aan hom verskuldig, betaal word op die basis in subklousule (5) uiteengesit.

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military training which the employee is required to undergo under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall for each such day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added;

(iv) the employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of annual leave relates.

(3) At the request of a labourer the employer may, in lieu of granting leave prescribed for such labourer in sub-clause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer.

(4) *Leave Remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, not less than—

- (a) in the case of an employee, referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), not less than one-twelfth of the amount to which he would be entitled for thirteen days' annual leave at a weekly wage;

he was receiving immediately before the date of such termination; provided that the employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee, who leaves his employment without the consent of his employer or without having given and served the period of notice prescribed in clause 13 without cause recognised by law as sufficient shall not be entitled to any payment by virtue of this sub-clause.

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

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

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training which he is required to do under the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year, and employment shall be deemed to commence—

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

(8) (a) Notwithstanding anything to the contrary contained in this clause the employer may for the purpose of annual leave at any time but not more than once in any period of twelve months close his establishment for thirteen consecutive working days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) An employee who at the date of the closing of an establishment, in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) shall in respect of any leave due to him be paid on the basis set out in sub-clause (5).

8. SIEKTEVERLOF.

(1) Die werkgewer moet sy werknemer wat van die werk afwesig is weens siekte of 'n ongeluk nie deur sy eie wangedrag veroorsaak nie en uitgesonderd 'n ongeluk waarvoor vergoeding betaalbaar is kragtens die Ongevallewet, 1941, altesaam 10 werkdade siekteverlof gedurende enige jaar diens toestaan en hom ten opsigte van elke sodanige dag een vyfde van die weeklikse besoldiging betaal wat hy ontvang het onmiddellik voor die aanvang van sodanige verlof, met dien verstande dat die werkgewer binne een week van afwesigheid die voorlegging van 'n sertifikaat deur 'n geregistreerde mediese praktisyn onderteken, kan vereis ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word.

(2) Vir die toepassing van subklousule (1) hiervan begin die jaar van 'n werknemer se diens op 1 Januarie en eindig dit op 31 Desember elke jaar.

(3) 'n Werknemer is nie geregtig op betaling vir siekteverlof gedurende die eerste 13 weke diens by sy werkgewer nie. Daarna is hy geregtig op betaling vir 'n maksimum van vyf dae siekteverlof. By die voltooiing van 'n verdere 13 weke diens is hy geregtig op betaling vir 'n verdere vyf werkdade siekteverlof.

(4) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens klousule 7 afwesig is;
- (b) van die werk op instruksie of op versoek van sy werkgewer afwesig is;
- (c) met siekteverlof kragtens subklousule (1) afwesig is;
- (d) enige militêre opleiding wat van hom ingevoelg die Verdedigingswet, 1957, vereis word, meemaak;

wat altesaam in enige jaar hoogstens tien weke is ten opsigte van items (a), (b) en (c) plus die tydperk van enige opleiding in item (d) genoem en in daardie jaar meegemaak.

„Ongeskiktheid” beteken ongeschiktheid om te werk weens enige siekte of besering, uitgesonderd dit wat deur die werknemer se eie wangedrag veroorsaak is, of 'n besering opgedoen in 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig tot en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag en Kersdag of sodanige dae op 'n Saterdag of Sondag val of nie en moet ten opsigte van so 'n dag minstens sy weeklikse besoldigings gedeel deur vyf, betaal word; met dien verstande dat 'n werknemer verplig kan word om op enigen van dié dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Ingeval 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die weeklikse besoldiging gedeel deur vyf, betaal, plus dié weeklikse besoldiging gedeel deur 45 ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(b) Ingeval 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, of Kersdag werk, moet sy werkgewer hom vir elke dag aldus gewerk minstens die daaglikse besoldiging, soos vir 'n los werknemer in klousule 4 (1) voorgeskryf, betaal, plus dié totaal gedeel deur nege vir elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Besoldiging vir werk op Sondag.*—(a) Ingeval 'n werknemer, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgewer hom soos volg betaal:—

- (i) Minstens die gewone loon vir die tydperk wat hy gewoonlik op 'n weekdag werk, as hy nie vir 'n tydperk van langer as vier uur aldus werk nie; of
- (ii) 'n loon teen 'n skaal van minstens dubbel sy gewone loonskaal vir die totale tydperk op so 'n Sondag gewerk, of 'n loon minstens dubbel die gewone loon betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootte, indien hy vir 'n tydperk van langer as vier uur aldus werk.

(b) *Los werknemer.*—Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgewer hom minstens dubbel die daaglikse totaal in hierdie Ooreenkoms voorgeskryf vir 'n los werknemer, gedeel deur nege vir elke uur of gedeelte van 'n uur aldus gewerk, betaal.

(4) Hierdie klousule is nie van toepassing op 'n handelsreisiger, monsterjong of 'n wag nie.

10. AANSPORINGSLOONWERK EN KOMMISSIEWERK.

(1) Na minstens een week kennisgewing kan die werkgewer en sy betrokke werknemers by onderlinge ooreenkoms 'n aansporingsloonwerkskema invoer, en, behoudens die bepalinge van klousule 5 (6), moet die werkgewer sodanige werknemer wat volgens sodanige aansporingsloonwerkskema vir enige tydperk werk, besoldig teen die tarief wat volgens dié stelsel geld; met dien verstande dat die werkgewer, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin aansporingswerk verrig word, die weekloon wat voorgeskryf word in klousule 4; gelees met klousule 6 (9) vir 'n werknemer van sy klas;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop aansporingswerk verrig word, die besoldiging wat vir sodanige werknemer voorgeskryf word in klousule 4, gelees met klousule 6 (9);

8. SICK LEAVE.

(1) The employer shall grant to his employee who is absent from work through sickness or accident not caused by his own misconduct and other than an accident for which compensation is payable under the Workmen's Compensation Act, 1941, 10 work days' sick leave in the aggregate during any one year of employment and shall pay to him in respect of each such day one-fifth of the weekly remuneration which he was receiving immediately prior to the commencement of such leave, provided that the employer may require within one week of absence the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

(2) For the purpose of sub-clause (1) hereof the year of employment of an employee shall commence on the 1st of January and terminate on the 31st December of each year.

(3) An employee shall not be entitled to payment for sick leave occurring during the first 13 weeks of his employment with his employer. Thereafter he shall be entitled to payment of a maximum of five work days' sick leave. On completion of a further 13 weeks of employment he shall be entitled to payment up to a further 5 work days' sick leave.

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

- (a) on leave in terms of clause 7;
- (b) from work on the instruction or the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any military training which he is required to do under the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year.

"Incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct or an injury sustained in an accident for which compensation is payable under the Workmen's Compensation Act, 1941.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant and Christmas Day, whether or not such days fall on a Saturday or Sunday and shall be paid in respect of each such day not less than his weekly remuneration divided by five; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each day not less than his weekly remuneration divided by five plus in respect of each hour or part of any hour so worked, such weekly remuneration divided by forty-five.

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

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

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

(b) *Casual Employee.*—Whenever a casual employee works on a Sunday his employer shall pay to him not less than double the daily total prescribed in this Agreement for a casual employee, divided by nine for each hour or part of an hour so worked.

(4) This clause shall not apply to a traveller, sample boy or watchman.

10. INCENTIVE RATES WORK AND COMMISSION WORK.

(1) The employer and his employees concerned may, by mutual agreement, after at least one week's notice apply any incentive rates work system, and save as provided for in clause 5 (6), the employer shall pay to such employee, who is employed on such incentive rates work system for any period, remuneration at the incentive rates applicable under such system; provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

- (a) in the case of an employee, other than a casual employee, in respect of each week in which incentive rates work is performed, the weekly wage prescribed in clause 4 read with clause 6 (9) for an employee of his class;
- (b) in the case of a casual employee, in respect of each day on which incentive rates work is performed, the wage prescribed for such employee in clause 4 read with clause 6 (9);

(2) Die werkgewer moet 'n lys van die aansporingslone wat in subklousule (1) genoem word, op 'n opvallende plek in sy inrigting opgeplak hou.

(3) Indien die werkgewer of die betrokke werknemers voornemens is om 'n bestaande aansporingsloonwerkskema of die lone wat daarvolgens geld, af te skaf of te wysig, moet hulle minstens een week kennis gee van sodanige voorneme; met dien verstande dat die werkgewer en die betrokke werknemers oor 'n langer termyn van kennisgewing kan ooreenkom.

(4) 'n Handelsreisiger wat deur ooreenkoms met sy werkgewer, kommissiewerk onderneem, moet, voordat hy sodanige werk begin, deur sy werkgewer voorsien word van 'n ware kopie van die Ooreenkoms of 'n staat wat die bepalinge van die Ooreenkoms uiteensit, wat die volgende moet insluit:—

- Die kommissieskaal of -skale en die betalingsvoorwaardes;
- die dag van die week of maand wanneer kommissie wat verdien is, verskuldig en betaalbaar is;
- die gebied waarin die reisiger verplig of toegelaat word om te werk;
- die soort, beskrywing, getal, hoeveelheid of waarde van bestellings (afsonderlik, weekliks, maandeliks of andersins) wat die werkgewer van tyd tot tyd bereid is om aan te neem; en
- die dag waarop kommissie betaal word ten opsigte van bestellings deur die werkgewer aangeneem en afgelewer voor beëindiging van die dienskontrak; met dien verstande dat sodanige betaaldag nie later moet wees as die laaste werkdag van die kalendermaand wat volg op die maand waarin sodanige diens beëindig is nie.

(5) Die bepalinge van die Ooreenkoms genoem in subklousule (4) moet geldelik nie minder gunstig vir die handelsreisiger as hierdie Ooreenkoms wees nie; met dien verstande dat die datum van die betaaldag van 'n reisiger se besoldiging op kommissiewerk ooreenkomstig die Ooreenkoms moet wees en die bepalinge van klousule 5 (1) nie op sodanige betaling van toepassing is nie.

(6) Behoudens soos bepaal in klousule 5 (6) moet die werkgewer sy handelsreisiger wat vir enige tydperk op kommissiewerk in diens is, besoldiging betaal teen die skaal waarvoor ooreengekom is tussen hulle; met dien verstande dat ongeag die getal bestellings deur die werkgewer aangeneem en afgelewer, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk nie minder mag wees as dié wat aan hom verskuldig sou gewees het vir daardie tydperk ingevolge klousule 4 nie.

(7) Die werknemer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms ten opsigte van kommissiewerk te kanselleer of om samesprekings aan te knoop vir 'n wysiging van so 'n ooreenkoms, moet skriftelik kennis gee van sodanige voorneme en die tydperk van sodanige kennisgewing moet minstens dié wees wat nodig is om die dienskontrak van sodanige handelsreisiger kragtens klousule 13 te kanselleer.

11. GETALSVERHOUDING.

(1) Die Werkgewer moet nie 'n assistent-voorman, 'n assistent-pakhuisman of assistent-versendingsklerk in diens neem nie, tensy hy onderskeidelik 'n voorman, 'n pakhuisman of versendingsklerk in diens het.

(2) Die werkgewer moet nie 'n groepleier in diens neem nie, tensy hy 'n voorman in sy diens het.

(3) Die werkgewer moet nie 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker in diens neem nie, tensy hy 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker in sy diens het, en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker in sy diens mag hoogstens een ongekwalifiseerde klerklike werknemer of lekkergoedmaker deur hom in diens geneem word.

(4) Die werkgewer moet nie 'n ongekwalifiseerde algemene werker in diens neem nie, tensy hy 'n gekwalifiseerde algemene werker in sy diens het en vir elke gekwalifiseerde algemene werker in sy diens mag hoogstens een ongekwalifiseerde algemene werker deur hom in diens geneem word.

(5) Vir die toepassing van hierdie klousule—

- kan 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, gereken word as 'n gekwalifiseerde werknemer in sodanige klas;
- kan 'n ongekwalifiseerde werknemer wat 'n besoldiging ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, as 'n gekwalifiseerde werknemer gereken word.

12. LOGBOEK.

(1) Die werkgewer moet aan elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder in sy diens, 'n logboek so na as moontlik in die volgende vorm verskaf:—

DAAGLIKSE LOG.

Naam van werkgewer.....
 Naam van bestuurder.....
 Datum.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal ure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Besonderhede van ongeluk/of oponthoud.....

Handtekening van Bestuurder.

Datum.....19.....

(2) The employer shall keep posted up in a conspicuous place in his establishment a schedule of the incentive rates referred to in sub-clause (1).

(3) Should the employer or employees concerned desire to cancel or amend in any way any incentive rates work system in operation or the rates applicable thereunder, they shall give not less than one week's notice of the intention; provided that the employer and the employees concerned may agree on a longer period of notice.

(4) A traveller, who by agreement with his employer undertakes commission work, shall be supplied by his employer, before such work is commenced, with a true copy of the Agreement, or a statement setting out the terms of the Agreement, which shall include—

- the rate or rates of the commission and the conditions of entitlement;
- the day of the week or month when commission earned is due and payable;
- the area in which the traveller is required or permitted to work;
- the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise), which the employer is from time to time prepared to accept; and
- the day of payment of commission in respect of orders accepted and delivered by the employer before termination of the contract of employment; provided that such day of payment shall not be later than the last work day of the calendar month succeeding the month during which employment was terminated.

(5) The terms of the Agreement referred to in sub-clause (4) shall be financially not less favourable to the traveller than this Agreement; provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the Agreement and the provisions of clause 5 (1) shall not apply to such payment.

(6) Save as provided in clause 5 (6) the employer shall pay to his traveller who is employed on commission work for any period remuneration at the rate agreed upon between them; provided that irrespective of the number or value of orders accepted and delivered by the employer, the remuneration of such traveller in respect of any period shall not be less than that which would be due to him for that period in terms of clause 4.

(7) The employer or a traveller, who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 13.

11. PROPORTION OR RATIO.

(1) The employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk, unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) The employer shall not employ a group leader unless he has in his employ a foreman.

(3) The employer shall not employ an unqualified clerical employee or sweetmaker unless he has in his employ a qualified clerical employee or sweetmaker, respectively, and for each qualified clerical employee or sweetmaker employed not more than one unqualified clerical employee or sweetmaker, respectively, may be employed by him.

(4) The employer shall not employ an unqualified general worker unless he has in his employ a qualified general worker and for each qualified general worker employed he shall not employ more than one unqualified general worker.

(5) For the purpose of this clause—

- an employee who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;
- an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

12. LOG BOOK.

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

DAILY LOG.

Name of employer.....
 Name of driver.....
 Date.....
 Time of starting work.....a.m./p.m.....a.m./p.m.
 Time of finishing work.....a.m./p.m.....a.m./p.m.
 Number of hours worked.....
 Meal hours from.....a.m./p.m.....a.m./p.m.
 Particular of any accident or delay.....

(Signature of Driver.)

Date.....19.....

(2) Elke bestuurder of deeltydse bestuurder van 'n motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) voorgeskryf word, moet die daaglikse log ten opsigte van elke dag se werk so na as moontlik aan die voorgeskrywe vorm in tweevoud invul en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n volledige afskrif aan sy werkgever oorhandig.

(3) Die werkgever moet die volledige afskrif van die daaglikse log, wat ingevolge subklousule (2) aan hom oorhandig is, vir 'n tydperk van drie jaar hou na die datum waarop hy dit ontvang het.

13. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) in die geval van 'n werknemer wat weekliks besoldig word, 'n week kennis; en
- (b) in die geval van 'n werknemer wat maandeliks besoldig word, 'n maand kennis gee;

van sy voorneme om die dienskontrak te beëindig, of die werkgever kan die dienskontrak sonder kennisgewing beëindig deur die werknemer minstens die volgende te betaal, of aan die werkgever te betaal of te verbeur, na gelang van die geval:—

- (i) In die geval van 'n week kennisgewing, die weeklikse loon wat die werknemer ontvang ten tye van dié beëindiging;
- (ii) in die geval van 'n maand kennisgewing, die maandelikse loon wat die werknemer ten tye van dié beëindiging ontvang;

met dien verstande dat dit nie die volgende raak nie:—

- (i) Die reg van die werkgever of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om enige rede wat by wet as voldoende beskou word;
- (ii) enige skriftelike ooreenkoms tussen die werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan die kant van albei partye en wat langer is as wat in hierdie klousule voorgeskryf word;
- (iii) die werking van 'n verbeurdverklaring of boetes wat by wet van toepassing mag wees ten opsigte van diensverlating deur 'n werknemer.

(2) Waar daar 'n ooreenkoms bestaan ingevolge die tweede voorbehoudsbepaling by subklousule (1), moet die betaling in plaas van kennisgewing ooreenstem met die tydperk van kennis waaroor ooreengekom is.

(3) Die kennisgewing voorgeskryf in subklousule (1) word van krag van die dag af waarop dit gegee word; met dien verstande—

- (i) dat die tydperk van kennisgewing nie mag saamval met, of dat kennis nie gegee mag word tydens 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 7 of enige tydperk van militêre opleiding wat die werknemer verplig word om ingevolge die Verdedigingswet, 1957, mee te maak nie; en
- (ii) dat kennis nie gegee mag word tydens 'n werknemer se afwesigheid met siekteverlof kragtens klousule 8 toegestaan nie.

(4) Die kennisgewing wat in hierdie klousule genoem word, moet op skrif wees, behalwe in die geval van 'n los werknemer.

14. VERBOD OP INDIENSNEMING.

Die werkgever mag nie 'n persoon onder 15 jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

Die werkgever moet by beëindiging van die dienskontrak, behalwe deur die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat die volle name van die werkgever en sy werknemer aantoon, die werk van die werknemer, die datum waarop die kontrak begin en geëindig het en die skaal van besoldiging op die datum van dié beëindiging.

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

Die werknemer moet enige uniforms, oorpakke of beskermende kleren wat hy van sy werknemer vereis om te dra of wat by ingevolge wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand hou en sodanige uniform, oorpak of beskermende kleren bly die eiendom van die werkgever.

17. UITGAWES VAN DIE RAAD.

Ter bestryding van die Raad se uitgawes, moet die werkgever elke vierde week 'n bedrag van 3 sent van die verdienste van elkeen van sy werknemers aftrek. By die bedrag wat aldus afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag binne een week nadat die bedrag van die werknemers ingevorder is, aan die Sekretaris van die Raad, Posbus 27, Oos-Londen, stuur.

18. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling ten opsigte van vroue van die bepalings van artikel 6 (8) van hierdie Ooreenkoms verleen mag word nie, uitgesonderd vir die doel om vroulike werknemers toe te laat om werk te doen wat deur nood veroorsaak word of wat nodig is om die verlies van grondstowwe te voorkom wat onder prosessbewerking is en onderhewig is aan vinnige ontbinding.

(2) Every driver of a motor vehicle or part-time motor vehicle driver upon being provided with the log book referred to in sub-clause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate completed copy to his employer.

(3) The employer shall retain the duplicate completed copy of the daily log, which in terms of sub-clause (2) has been delivered to him for a period of three years subsequent to the occurrence of that event.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) in the case of an employee paid weekly, one week's notice;
- (b) in the case of an employee paid monthly, one month's notice;

of his intention to terminate the contract, or the employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer as the case may be, in lieu of such notice, not less than—

- (i) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;
- (ii) in the case of a month's notice, the monthly wage which the employee is receiving at the date of such termination;

provided that this shall not effect—

- (i) the right of the employer or an employee to terminate the contract 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 prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice as prescribed in sub-clause (1) shall take effect from the day on which it is given, provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training the employee is required to undergo under the Defence Act, 1957; and
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be in writing except in the case of a casual employee.

14. PROHIBITION OF EMPLOYMENT.

The employer shall not employ any person under the age of 15 years.

15. CERTIFICATE OF SERVICE.

The employer shall upon termination of the contract of employment other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

The employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer.

17. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council the employer shall deduct the sum of 3 cents every fourth week from the earnings of each of his employees. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 27, East London, within one week after having collected the amounts from the employees.

18. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person, provided that no exemption shall be granted in respect of females from the provision of section 6 (8) of this Agreement, except for the purpose of allowing female employees to perform work necessitated by an emergency or which is necessary to prevent the loss of raw material in the course of treatment which is subject to rapid deterioration.

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

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

- (a) Die naam van die betrokke persoon voluit;
 - (b) die tydperk waarvoor die vrystelling van krag is;
 - (c) die bepaling van die Ooreenkoms waarvan vrystelling verleen word.
 - (d) die voorwaardes waaronder sodanige vrystelling verleen is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word in volgorde nommer;
 - (b) van elke sodanige sertifikaat 'n afskrif bewaar en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Oos-Londen, stuur;
 - (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die werkgever stuur.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan, ter leiding van die werkgever en werknemers menings uitspreek wat nie met die bepaling daarvan in stryd is nie.

20. AGENTE.

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

21. VERTONING VAN OOREENKOMS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

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

23. LEDEGELDE AAN VAKVERENIGINGS.

Op die skriftelike versoek van sy werknemer moet die werkgever van die werknemer se loon, dié ledegelde aftrek wat kragtens die vakvereniging se reglement aan die Sweet Worker's Union verskuldig is en die volle bedrag aldus afgetrek aan die betrokke vakvereniging stuur.

Soos gemagtig, vir en namens die partye op hede die 20ste dag van Oktober 1961, in Oos-Londen geteken.

J. PARKIN,
Voorsitter van die Raad.

J. W. BUSH,
Ondervoorsitter van die Raad.

C. G. POTGIETER,
Sekretaris van die Raad.

No. 189.] [9 Februarie 1962.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, Oos-Londen, gepubliseer by Goewermentskennisgewing No. 188 van 9 Februarie 1962, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die betrokke bepaling van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

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

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

- (a) the full names of the person concerned;
- (b) the period during which the exemption shall operate;
- (c) the provisions of the Agreement from which exemption is granted;
- (d) the conditions subject to which such exemption is granted.

(4) The Secretary of the Council shall—

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

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EXHIBITION OF AGREEMENT.

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

22. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

23. TRADE UNION SUBSCRIPTIONS.

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

Signed at East London, as authorised for and on behalf of the parties, on this 20th October, 1961.

J. PARKIN,
Chairman of the Council.

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

C. G. POTGIETER,
Secretary of the Council.

No. 189.] [9 February 1962.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

SWEETMAKING INDUSTRY, EAST-LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (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 Sweetmaking Industry, East-London, published under Government Notice No. 188 of the 9th February, 1962, 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.

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