



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

Staatskoerant Government Gazette

EXTRAORDINARY

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CLXVII.]

PRYS 6d.

PRETORIA,

7 MAART
7 MARCH

1952.

PRICE 6d.

[No. 4801.]

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

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

GOEWERMEMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 467.] [7 Maart 1952.
NYWERHEIDVERSOENINGSWET, 1937.

BAK- EN BANKFTNYWERHEID, WITWATERSRAND.—UITSPRAAK.

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

- (a) kragtens subartikel (2) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat die bepalings vervat in klousules 1 tot en met 11, behalwe die tweede voorbehoudsbepaling van subklousule (1) van klousule 3, en in klousule 13 van die Uitspraak wat in die Bylae hierby verskyn en op die Bak- en Banketnywerheid, Witwatersrand, betrekking het, van die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat eindig op 31 Januarie 1953, bindend is vir ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik Krugersdorp insluitende daardie deel wat by Proklamasie No. 2546 van 1947 na die magistraatsdistrik Randfontein oorgeplaas is en in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs; en
- (b) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousule 1 tot en met 11, behalwe die tweede voorbehoudsbepaling van subklousule (1) van klousule 3 van genoemde Uitspraak van die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat eindig op 31 Januarie 1953, in die magistraatsdistrik Krugersdorp, insluitende daardie deel wat by Proklamasie No. 2546 van 1947 is na die magistraatsdistrikte Randfontein oorgeplaas en in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 467.] [7 March 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

BAKING AND/OR CONFECTIONERY INDUSTRY, WITWATERSRAND.—AWARD.

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

- (a) in terms of sub-section (2) of section *forty-eight* of the Industrial Conciliation Act, 1937, that the provisions contained in clauses 1 to 11 inclusive, other than the second proviso to sub-clause (1) of clause 3, and in clause 13 of the Award which appear in the Schedule hereto and which relate to the Baking and/or Confectionary Industry, Witwatersrand, shall be binding from the date of publication of this notice and for the period ending the 31st January, 1953, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of Krugersdorp including that portion that by Proclamation No. 2546 of 1947 was transferred to the Magisterial District of Randfontein, and in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs; and
- (b) in terms of sub-section (4) of section *forty-eight* of the said Act that in the Magisterial District of Krugersdorp including that portion that by Proclamation No. 2546 of 1947 was transferred to the Magisterial District of Randfontein, and in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs and from the date of publication of this notice and for the period ending the 31st January, 1953, the provisions contained in clauses 1 to 11 inclusive, other than the second proviso to sub-clause (1) of clause 3 of the said Award shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SKEIDSREGTERLIKE UITSpraak.

NYWERHEID-VERSOENINGSWET, 1937.

BAK- EN/OF BANKETNYWERHEID,
WITWATERSRAND.

Ons, S. P. du Toit Viljoen, R. Bennett en A. J. Fisher, wat op 19 Desember 1951 kragtens artikel vyf-en-veertig van die Nywerheid-versoeningswet, 1937, onderskeidelik as arbiter en skeidsregters aangestel is om die geskil tussen die partye by die versoeningsraad te besleg wat op 22 Junie 1951 deur Sy Edele die Minister van Arbeid aangestel is om die geskil tussen die Witwatersrand Baking Employees' Association en die Witwatersrand Master Bakers' Association met onderstaande opdrag te oorweeg en te besleg:—

„Vir oorweging en beslegting van 'n geskil tussen die Witwatersrand Baking Employees' Association (aan die een kant) en die Witwatersrand Master Bakers' Association (aan die ander kant) wat voortspuit uit die weiering van die Witwatersrand Master Bakers' Association om toe te gee aan die eise van die genoemde Witwatersrand Baking Employees' Association wat aan die genoemde Witwatersrand Master Bakers' Association op 15 Maart 1951 gediën is”.

doen hierby uitspraak soos in die Bylae hierin uiteengesit.

Kragtens subartikel (1) van artikel nege-en-veertig van die Wet is die Uitspraak bindend vir 'n tydperk van een jaar van die datum hiervan vir die Witwatersrand Baking Employees Association en die Witwatersrand Master Bakers' Association en vir die lede van sodanige vakvereniging en werkgewerorganisasie in die Bak- en/of Banketnywerheid in die magistraatsdistrik Krugersdorp met inbegrip van daardie gedeelte wat by Proklamasie No. 2546 van 1947 oorgedra is na die magistraatsdistrikte van Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs.

Kragtens subartikel (2) van artikel nege-en-veertig van die Wet tree die bepalings van die Uitspraak, behalwe klousule 2, van 29 Februarie 1952 in werking; klousule 2 tree in werking van die 11de dag van Januarie 1952 af.

Hede die 1ste dag van Februarie 1952 in Pretoria geteken.

S. P. DU T. VILJOEN, *Arbiter*.

R. BENNETT, *Skeidsregter*.

A. J. FISHER, *Skeidsregter*.

BYLAE.

1. WOORDBEPALINGS.

(1) „Vakleerling” beteken 'n werknemer gebonde kragtens 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of wat beskou word dat dit aldus geregistreer is.

„Bakker” beteken 'n werknemer wat—

- (a) ingevolge 'n vakleerlingkontrak minstens vier jaar as vakleerling in die maak van brood gedien het; of
- (b) wat sonder 'n vakleerlingkontrak minstens vier jaar as vakleerling gedien het en wat in diens is by die bak en maak van brood en wat toesig hou oor werknemers in diens ter uitvoering van een of meer van ondergenoemde werksaamhede en wat enigeen of almal van die werksaamhede kan verrig:—

- (i) Bestanddele meng en deeg maak;
- (ii) deeg terugsnij of -slaan;
- (iii) brode weeg, vorm, vleg of fatsoeneer;
- (iv) brood in oonde insteek of brood daaruit haal;
- (v) die temperatuur van oonde reël.

„Bakkershulp” beteken 'n werknemer, behalwe 'n bakker, arbeider of vakleerling, wat—

- (a) bestanddele meng en deeg maak; of
- (b) onder toesig van 'n bakker, enigeen van die werksaamhede verrig wat in punte (ii) tot en met (v) in die woordbepaling van „bakker” genoem word.

„Bakkerswinkel” beteken 'n winkel aan en wat deel uitmaak van die gebou van die bakkerij waaruit enigeen van die ware verkoop word wat deur die bakker of banketbakker vervaardig word.

„Bak” beteken die maak of meng van deeg met die hand of masjien en/of die maak of bak van deeg of brood.

ARBITRATION AWARD.

INDUSTRIAL CONCILIATION ACT, 1937.

BAKING AND/OR CONFECTIONERY INDUSTRY,
WITWATERSRAND.

We, S. P. du T. Viljoen, R. Bennett and A. J. Fisher, having been appointed on the 19th December, 1951, in terms of section forty-five of the Industrial Conciliation Act, 1937, as umpire and arbitrators, respectively, to decide the dispute between the parties to the conciliation board which had been appointed by the Honourable the Minister of Labour on the 22nd June, 1951, to consider and determine the dispute between the Witwatersrand Baking Employees Association and the Witwatersrand Master Bakers Association with the following terms of reference:—

“To consider and determine a dispute between the Witwatersrand Baking Employees Association (of the one part) and the Witwatersrand Master Bakers Association (of the other part) arising out of the refusal of the Witwatersrand Master Bakers Association to accede to the demands of the said Witwatersrand Baking Employees Association served on the said Witwatersrand Master Bakers Association on 15th March, 1951”.

hereby make the award set out in the Schedule hereto.

In terms of sub-section (1) of section forty-nine of the Act the Award shall be binding upon the Witwatersrand Baking Employees Association and the Witwatersrand Master Bakers Association and on the members of such trade union and employers organisation in the Baking and/or Confectionery Industry in the Magisterial Districts of Krugersdorp including that portion that by Proclamation No. 2546 of 1947 was transferred to the Magisterial District of Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs for a period of one year from the date hereof.

In terms of sub-section (2) of section forty-nine of the Act the provisions of the Award, excepting clause 2, shall operate from the 29th February, 1952; clause 2 shall have effect from the 11th day of January, 1952.

Signed at Pretoria this 1st day of February, 1952.

S. P. DU T. VILJOEN, *Umpire*.

R. BENNETT, *Arbitrator*.

A. J. FISHER, *Arbitrator*.

SCHEDULE.

1. DEFINITION.

(1) “Apprentice” means an employee bound by a contract of apprenticeship registered or deemed to be registered under the Apprenticeship Act, 1944, as amended.

“Baker” means an employee who—

- (a) under a written contract of apprenticeship has served not less than four years' apprenticeship in the making of bread; or
- (b) has had not less than four years' experience without a written contract of apprenticeship and who is employed in the baking and making of bread and who supervises employees engaged in performing one or more of the following operations and who may perform any or all of these operations:—

- (i) mixing ingredients and making dough,
- (ii) cutting back or knocking back dough,
- (iii) scaling, moulding, plaiting or shaping loaves,
- (iv) putting bread into or withdrawing bread from ovens,
- (v) regulating the temperature of ovens.

“Baker's assistant” means an employee other than a baker, labourer or apprentice who is engaged in—

- (a) mixing ingredients and making dough; or
- (b) under the supervision of a baker, performing any of the operations set out in items (ii) to (v), inclusive, in the definition of “Baker”.

“Baker's shop” means a shop attached to and forming part of the building of the bakery from which any articles manufactured by the Baker or Confectioner are sold.

“Baking” means the making or mixing of dough by hand or machine and/or the making or baking of dough or bread.

„Bak- en/of Banketnywerheid” beteken die nywerheid waarin werkgewers en werknemers verbonde is vir die doel om brood en/of banket vir verkoop te maak of te vervaardig en dit sluit in die verspreiding deur sulke werkgewers van brood of banket of albei en verder sluit dit in alle werksaamhede wat daarby hoort of uit enigteen van die voornoemde werksaamhede voortvloei.

„Brood”, sonder om die gewone betekenis daarvan te beperk, sluit bolletjies, rolle en luukse-brood in.

„Los bestellings” beteken ander bestellings as dié wat deur ’n bestelwaman op sy daaglikse ronde uitgevoer word.

„Klerklike werknemer” beteken ’n werknemer, behalwe ’n magasynmeester of inspekteur, wat skryfwerk, tikwerk, of enige ander vorm van klerklike werk verrig en sluit ’n telefonis in.

„Klerklike werknemer, manlik, gekwalifiseer,” beteken ’n manlike klerklike werknemer met minstens vier jaar ervaring.

„Klerklike werknemer, manlik, ongekwalifiseer,” beteken ’n manlike klerklike werknemer met minder as vier jaar ervaring.

„Klerklike werknemer, vroulik, gekwalifiseer,” beteken ’n vroulike klerklike werknemer met minstens drie jaar ervaring.

„Klerklike werknemer, vroulik, ongekwalifiseer,” beteken ’n vroulike klerklike werknemer met minder as drie jaar ervaring.

„Banketbakker” beteken ’n werknemer wat—

- (a) minstens vier jaar as vakleerling in die maak van banket kragtens ’n skriftelike vakleerlingkontrak gedien het; of
- (b) minstens vier jaar ervaring sonder ’n skriftelike vakleerlingkontrak gehad het en wat banket maak en toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede uitvoer en wat enigteen of almal van hierdie werksaamhede kan uitvoer:—

(i) Bestanddele wat in die maak van banket gebruik word, weeg, afmeet en meng;

(ii) die mengsel wat verkry word, afweeg en dit in panne of houers vir kook plaas;

(iii) banket in oonde plaas en banket uit oonde uithaal;

(iv) banket met versiersuiker versier, vul en afwerk.

„Banketbakkershulp” beteken ’n ander werknemer as ’n banketbakker, arbeider of vakleerling wat—

- (a) enige masjien wat in die maak van banket gebruik word, bedien; of
- (b) onder toesig van ’n banketbakker, enigteen van die werksaamhede uitvoer wat in punte (i) tot en met (iv) in die woordbepaling van „Banketbakker” genoem word.

„Banket” sluit ook in, sonder om die gewone betekenis daarvan te beperk, koek, soetgebak, beskuitjies, vleispasteitjies, pasteijs, botterkoekies en gebak, behalwe brood, wat met suurdeeg gerys het.

„Afloweringsbediende” beteken ’n werknemer wat brood en/of banket te voet of met ’n driewieler of handvoertuig aflower as en wanneer dit nodig is ter uitvoering van los bestellings.

„Dépôt” beteken ’n winkel wat goedere verkoop, wat vervaardig is deur ’n bakker of banketbakker in wie se naam die winkel gelisensieer is.

„Deeg” beteken die produk wat verkry word as een of meer van die bestanddele wat vir die maak van brood gebruik word, met die hand en/of in ’n masjien gemeng word.

„Drywer” beteken ’n werknemer wat ’n bestelwa dryf en wat brood volgens kontrak aan mynboumaatskappye, hospitale, munisipaliteite en die Suid-Afrikaanse Spoorweg- en Hawensadministrasie kan aflower en/of goedere aan die Suid-Afrikaanse Spoorweë vir versending kan aflower en/of brood en/of banket aan ’n bestelwaman op sy ronde kan aflower of aan ’n dépôt of ’n inrigting en/of ’n bestelwaman in sy werk kan help en/of opgeenmaakte bestellings aflower.

„Inrigting” beteken ’n perseel waarin een of meer werknemers werksaam is om brood en/of banket vir verkoop te maak, met inbegrip van alle werksaamhede wat hoort by die maak, distribusie en verkoop daarvan vanuit so ’n perseel.

„Ervaring” beteken met betrekking tot ’n klerklike werknemer, die totale tydperk of tydperke wat so ’n werknemer as ’n klerklike werknemer gedien het en met betrekking tot ander werknemers, die totale dienstydperk of dienstydperke wat ’n werknemer het by die maak van brood en/of banket.

„Voorman-bakker en/of voorman-banketbakker” beteken ’n bakker en/of banketbakker wat in beheer is van ’n skof wat brood en/of banket maak.

„Uurloon” beteken die weekloon in klausule 2 (1) van hierdie Uitspraak voorgeskryf, gedeel deur die gewone getal werkure wat in klausule 4 (1) van hierdie Uitspraak vir werknemers van die betrokke klas voorgeskryf word.

„Inspekteur” beteken ’n werknemer wat as toesighouer of opsigter oor een of meer bestelwabediendes van ’n inrigting optree.

„Los werker” beteken ’n werknemer wat vir hoogstens drie dae in ’n week as ’n bakker en/of banketbakker by dieselfde werkgewer in diens is.

„Arbeider” beteken ’n werknemer wat een of meer van onderstaande werksaamhede verrig:—

- (a) Materiaal, gerei, of meelblom dra of stapel;
- (b) werkplekke, persele, diere of voertuie, masjiene en onderdele van masjinerie, werktuie en gereedskap of ander artikels skoonmaak;

„Baking and/or Confectionery Industry” means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale and includes the distribution by such employers of bread or confectionery or both and further includes all operations incidental to or consequent on any of the aforesaid activities.

„Bread”, without limiting its ordinary meaning, includes buns, rolls and fancy bread.

„Casual orders” means orders other than those executed by a vanman on his daily round.

„Clerical employee” means an employee, other than a storeman or inspector who is engaged in writing, typing or any other form of clerical work and includes a telephone operator.

„Clerical employee, male, qualified,” means a male clerical employee who has had not less than four years’ experience.

„Clerical employee, male, unqualified,” means a male clerical employee who has had less than four years’ experience.

„Clerical employee, female, qualified,” means a female clerical employee who has had not less than three years’ experience.

„Clerical employee, female, unqualified,” means a female clerical employee who has had less than three years’ experience.

„Confectioner” means an employee who—

- (a) under a written contract of apprenticeship, has served not less than four years’ apprenticeship in the making of confectionery; or
- (b) has had not less than four years’ experience without a written contract of apprenticeship and who is engaged in the making of confectionery and who supervises employees engaged in performing one or more of the following operations and who may perform any or all of these operations—

(i) weighing, measuring and mixing ingredients used in making confectionery,

(ii) scaling off the resultant mixture and placing it in pans or receptacles for cooking,

(iii) placing confectionery in and drawing confectionery from ovens,

(iv) icing, filling and finishing confectionery.

„Confectioners assistant” means an employee other than a confectioner, labourer or apprentice who is engaged in—

- (a) minding any machine used in the making of confectionery; or
- (b) under the supervision of a confectioner, performing any of the operations set out in items (i) to (iv), inclusive, in the definition of „Confectioner”.

„Confectioner”, without limiting its ordinary meaning includes cakes, pastries, biscuits, pies, pasties, scones and yeast-raised goods other than bread.

„Delivery employee” means an employee who delivers bread and/or confectionery, as and when required on foot or by means of a bicycle or hand-propelled vehicle to fulfil casual orders of customers.

„Depot” means a shop selling goods manufactured by a Baker or Confectioner in whose name such shop is licensed.

„Dough” means the product of the admixture by hand and/or machine of one or more of any of the ingredients used in the production of bread.

„Driver” means an employee who drives a van and who may deliver contract bread to Mining Companies, Hospitals, Municipalities and the South African Railways and Harbours Administration and/or deliver goods to the South African Railways for despatch, and/or deliver bread and/or confectionery to a vanman on his round, or to a depot of an establishment, and/or assist a vanman in his duties and/or deliver made up orders.

„Establishment” means any premises in which one or more employees are engaged in making bread and/or confectionery for sale, including any operations incidental to the making, distribution and sale thereof from such premises.

„Experience” means in relation to a clerical employee or a shop assistant the total period or periods of employment which such employee has had as a clerical employee or a shop assistant, respectively, and in relation to other employees the total period or periods of employment which an employee has had in the making of bread and/or confectionery.

„Foreman baker and/or confectioner” means a baker and/or confectioner who is in control of a shift engaged in making bread and/or confectionery.

„Hourly wage” means the weekly wage prescribed in clause 2 (1) of this Award divided by the number of ordinary working hours prescribed in clause 4 (1) of this Award for employees of the class concerned.

„Inspector” means an employee who acts as an overseer or supervisor of one or more vanmen of an establishment.

„Jobber” means an employee who is employed by the same employer as a baker and/or confectioner on not more than three days in any one week.

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

- (a) Carrying or stacking materials, utensils or flour;
- (b) cleaning workshops, premises, animals or vehicles, engines, and parts of machinery, implements and tools or other articles;

- (c) bakke, panne, kiste, blikke, masjiene, gerei, vlamppype, skoorstene of roetkaste smeer of vir gebruik voorberei, was of skoonmaak;
- (d) brandstof na oonde of stoomketels dra, of daarin stook, of as verwyder;
- (e) goedere op of van voertuie laai of, aflaai;
- (f) neut skoonmaak, sorteer, kraak of maal;
- (g) vrugte skoonmaak en/of die pitte daaruit verwyder;
- (h) eiers breek; vleis met die hand fyn sny en/of 'n vleismeul bedien;
- (i) artikels afsonderlik indraai en/of hulle in bakke of ander houers dra, of daarin pak en toemaak, kiste, blikke, of brood van etikette voorsien;
- (j) 'n dierebestelwa oppas;
- (k) tee of dergelike drank maak;
- (l) latrine, buitegeboue of natuurelekampongs witkalk;
- (m) beskermende klere was en stryk;
- (n) petroltenks volmaak, oliebakke leegtap en volmaak, motors en ander voertuie olie en smeer, bande oppomp, bande omruil, lekke in binnebande heelmaak, domkrag of hys-toestel gebruik om voertuie te lig en te laat sak, masjiene skoonmaak en dele daarvan en onderdele, materiaal en/of gereedskap vashou, en onder toesig van 'n werktuigkundige, onderdele en materiaal in posisie plaas;
- (o) masjinerie skoonmaak, olie en smeer, met inbegrip van bogronde dryfaste, en bandsmeersel aansit;
- (p) houtkiste waarin brood en/of banket verpak word, aanmeekaarsit;
- (q) verf van bestelwaens verwyder (behalwe duer middel van 'n soldeerlamp) en bestelwaens vir verf voorberei.

Vir die toepassing van hierdie woordbepaling, beteken die woorde „materiaal dra”, ook deeg in 'n masjien voer, maar nie deeg uit 'n masjien ontvang of andersins hanteer nie; en die woorde „eiers breek”, sluit nie die afskei van die geel en wit van eiers in nie.

„Opgemaakte bestellings” beteken bestellings regstreeks by 'n inrigting persoonlik of per telefoon deur 'n klant geplaas en deur die inrigting as 'n volledige eenheid afgelewer.

„Verpakker” beteken 'n werknemer in beheer van ontvang, nasien, bymeekaarmaak en verpak van brood of banket vir versending of aflewering vanuit 'n inrigting, met inbegrip van die weeg en adresseer van pakkette en die uitskrif van spoorvragbriewe, maar nie 'n werknemer wat artikels afsonderlik indraai of hulle in bakke of ander houers pak nie.

„Verpakkershulp” beteken 'n werknemer, behalwe 'n arbeider, wat 'n verpakker help by die ontvang, nasien, bymeekaarmaak en verpak van brood of banket vir versending vanuit 'n inrigting.

„Skof” beteken 'n span werknemers wat 'n aaneenlopende tyd van minstens twee uur in enige deel van 'n inrigting werk.

„Winkelassistent” beteken 'n werknemer in diens vir die verkoop van goed oor die toonbank van 'n bakkershulp.

„Winkelassistent, manlik, gekwalifiseer,” beteken 'n manlike winkelassistent met minstens vier jaar ervaring.

„Winkelassistent, manlik, ongekwalifiseer,” beteken 'n manlike winkelassistent met minder as vier jaar ervaring.

„Winkelassistent, vroulik, gekwalifiseer,” beteken 'n vroulike winkelassistent met minstens drie jaar ervaring.

„Winkelassistent, vroulik, ongekwalifiseer,” beteken 'n vroulike winkelassistent met minder as drie jaar ervaring.

„Magasynmeester” beteken 'n werknemer wat materiaal of artikels ontvang en/of uitreik wat in 'n inrigting gebruik word om brood en/of banket te maak.

„Bestelwa” beteken 'n dierevoertuig of meganiese voertuig wat gebruik word vir die aflewering van brood en/of banket.

„Bestelwaman” beteken 'n werknemer in beheer van 'n bestelwa op 'n ronde en wat verantwoordelik is vir die aflewering van brood of banket op so 'n rondgang en vir die kontant wat hy daarvoor ontvang, en wat 'n meganiese bestelwa kan bestuur.

„Bestelwaman se hulp” beteken 'n werknemer wat 'n bestelwaman op sy rondgang vergesel en hom help, maar wat nie 'n bestelwa bestuur nie.

„Loon” beteken daardie goeideelte van die besoldiging wat aan 'n werknemer betaal moet word vir sy gewone werkure waarna in klousule 4 verwys word.

„Wag” beteken 'n werknemer wat persele, voertuie en ander eiendom bewaak.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet dit beskou word dat hy onder die klas ressorteer waarin hy uitsluitlik of hoofsaaklik in diens is.

2. BESOLDIGING.

(1) Die minimum loon wat deur elke werkgever aan elke lid van ondergenoemde klasse van sy werknemers betaal moet word, is soos volg:—

	Per week.
	£ s. d.
Inspekteur	8 5 0
Voorman/bakker en/of -banketbakker	8 5 0
Bakker	7 10 0
Banketbakker	7 10 0
Verpakker	7 0 0
Magasynmeester	7 0 0
Bestelwaman	7 10 0
Bakkers- en/of banketbakkershulp	2 18 6
Bestuurder van meganiese bestelwa	3 13 6
Verpakkershulp	2 7 6
Drywer van dierewa	2 2 9

- (c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke stacks or soot boxes;
- (d) carrying or feeding fuel to furnaces of ovens or steam boilers of removing ashes;
- (e) loading or unloading goods on or from vehicles;
- (f) cleaning, sorting, cracking or grinding nuts;
- (g) cleaning and/or stoning fruit;
- (h) cracking eggs, cutting up meat by hand and/or operating a mincing machine;
- (i) wrapping individual articles and/or carrying or packing them into trays or other containers and closing same, labelling tins, boxes or bread;
- (j) minding an animal drawn van;
- (k) making tea or similar beverages;
- (l) lime washing latrines, outbuildings or native compounds;
- (m) laundering of protective clothing;
- (n) filling petrol tanks, draining and filling oil sumps, oiling and greasing motor and other vehicles, pumping air, changing tyres, repairing punctures in inner tubes, using jack or hoist to raise or lower vehicles, cleaning engines and parts thereof and holding, parts, materials and/or tools and, under the supervision of a mechanic placing parts and materials into position;
- (o) cleaning, oiling, and greasing machinery, including overhead shafting, and applying belt dressing;
- (p) assembling wooden boxes in which bread and/or confectionery is packed;
- (q) removing paint from (other than by means of a blow-lamp) and cleaning vans in preparation for painting.

For the purpose of this definition the words “carrying materials” shall include feeding dough into a machine but shall not include receiving dough from a machine or otherwise handling dough; and the expression “cracking eggs” shall not include separating the white of the eggs from the yolks.

“Made-up orders” means orders placed directly with an establishment by the customer in person or by telephone or note and delivered by the establishment as a complete unit.

“Packer” means an employee who is in charge of the receiving, checking, assembling and packing of bread or confectionery for despatch or delivery from an establishment, including the weighing and addressing of parcels and the writing of rail notes but does not include an employee engaged in wrapping individual articles or packing them into trays or other containers.

“Packer's assistant” means an employee, other than a labourer, who, under the supervision of a packer, is engaged in assisting him in all or any of his duties.

“Shift” means a body of employees working a consecutive period of not less than two hours in any part of an establishment.

“Shop assistant” means an employee engaged in the selling of goods over the counter of a bakers shop.

“Shop assistant, male, qualified,” means a male shop assistant who has had not less than four years' experience.

“Shop assistant, male, unqualified,” means a male shop assistant who has had less than four years' experience.

“Shop assistant, female, qualified,” means a female shop assistant who has had not less than three years' experience.

“Shop assistant, female, unqualified,” means a female shop assistant who has had less than three years' experience.

“Storeman” means an employee who takes charge of or receives and/or issues the materials or articles used in any establishment in making bread and/or confectionery.

“Van” means an animal drawn or mechanically-propelled vehicle used for the delivery of bread and/or confectionery.

“Vanman” means an employee who is in charge of a van on a round and is responsible for the delivery of bread or confectionery on such round and for cash received by him in respect thereof and whom may drive a van.

“Vanman's assistant” means an employee who accompanies a vanman on his round and assists him in his duties but does not drive a van.

“Wage” means that portion of the remuneration payable to an employee in respect of the ordinary hours of work referred to in clause 4.

“Watchman” means an employee engaged in guarding premises, vehicles or other property.

(2) In classifying an employee for the purposes of this Agreement he shall be deemed to be in the class in which he is wholly or mainly employed.

2. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

	Per Week.
	£ s. d.
Inspector	8 5 0
Foreman baker and/or confectioner	8 5 0
Baker	7 10 0
Confectioner	7 10 0
Packer	7 0 0
Storeman	7 0 0
Vanman	7 10 0
Baker's and/or confectioner's assistant	2 18 6
Driver of mechanically-propelled van	3 13 6
Packer's assistant	2 7 6
Driver of animal-drawn vehicle	2 2 9

	Per week. £ s. d.		Per Week. £ s. d.
Bestelwa-man se hulp } Afleringswerknemer } Arbeider }		Vanman's assistant } Delivery employee } Labourer }	
gedurende die eerste jaar diens by dieselfde werkgever	1 16 9	during the first year of employment with the same employer	1 16 9
daarna	1 17 9	thereafter	1 17 9
Klerklike werknemer, manlik, gekwalifiseer ... }	6 10 0	Clerical employee, male, qualified }	6 10 0
Winkelassistent, manlik, gekwalifiseer ... }	—	Shop assistant, male, qualified }	6 10 0
Klerklike werknemer, manlik, ongekwalifiseer }	—	Clerical employee, male, unqualified—	—
Winkelassistent, manlik, ongekwalifiseer }	—	Shop assistant, male, unqualified—	—
gedurende die eerste jaar ervaring	2 10 0	during the first year of experience	2 10 0
gedurende die tweede jaar ervaring	3 5 0	during the second year of experience	3 5 0
gedurende die derde jaar ervaring	4 5 0	during the third year of experience	4 5 0
gedurende die vierde jaar ervaring	5 0 0	during the fourth year of experience	5 0 0
Klerklike werknemer, vroulik, gekwalifiseer ... }	4 5 0	Clerical employee, female, qualified }	4 5 0
Winkelassistent, vroulik, gekwalifiseer ... }	—	Shop assistant, female, qualified }	4 5 0
Klerklike werknemer, vroulik, ongekwalifiseer }	—	Clerical employee, female, unqualified—	—
Winkelassistent, vroulik, ongekwalifiseer }	—	Shop assistant, female, unqualified—	—
gedurende die eerste jaar ervaring	2 10 0	during the first year of experience	2 10 0
gedurende die tweede jaar ervaring	3 0 0	during the second year of experience	3 0 0
gedurende die derde jaar ervaring	3 12 6	during the third year of experience	3 12 6
Werknemers wat in diens is in 'n bedryf wat ingevoel die Wet op Vakleerlinge aangewys is, gedurende die dienstryd wat ingevolge daardie Wet sonder 'n leerlingkontrak toegestaan word	2 5 0	Employees engaged in a trade designated under the Apprenticeship Act, during the period of employment permitted without a contract of apprenticeship under that Act	2 5 0
Wagte	2 2 9	Watchman	2 2 9
Werknemers wat nie in hierdie subklousule ge- noem word nie	3 9 6	Employees not specified in this sub-clause	3 9 6
<i>Loswerker.</i> —'n Los werker moet teen die skaal van twee sjielings en ses pennies per uur betaal word; met dien verstande, egter, dat hy minstens tien sjielings betaal moet word vir elke dag waarop hy in diens is, afgesien daarvan of hy vier uur op daardie dag of minder gewerk het.		<i>Jobber.</i> —A jobber shall be paid at the rate of two shillings and sixpence per hour; provided, however, that he shall be paid not less than ten shillings in respect of any day on which he is employed whether he has on that day worked four hours or less.	

(2) *Kontrakbasis.*—Vir die doel van hierdie klousule is die basis van die dienskontrak van 'n werknemer, behalwe 'n los werker, onderworpe aan klousule 3 (1), weekliks en behalwe soos bepaal in subklousule (3) en in klousule 3 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon, in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, betaal word of hy in daardie week die maksimum getal gewone ure soos in klousule 4 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 benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf word, moet die werknemer vir die hele dag waarop hy die werk verrig teen die hoër loon betaal; met dien verstande dat as die enigste verskil tussen klasse ingevolge subklousule (1) op ervaring of geslag berus, die bepalinge van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 3 (1) maandeliks betaal word, moet die bedrag van daardie loon bereken word teen 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Lewenskostoelae.*—Bo en behalwe die loon voorgeskryf in subklousule (1), moet 'n werkgever aan sy werknemer 'n lewenskostoelae betaal in ooreenstemming met die skale wat ingevolge Oorlogsmatreël No. 43 van 1942, soos gewysig, voorgeskryf is.

(6) Niks in hierdie Uitspraak mag die bestaande verdienste van 'n werknemer benadeel nie.

3. BETALING VAN BESOLDIGING.

(1) *Werknemers, behalwe los werkers.*—Vir die doel van betaling van besoldiging, word dit beskou dat die werkweek op Vrydag begin en op Donderdag eindig, en behalwe soos bepaal in klousules 5 en 14, moet 'n bedrag wat aan 'n werknemer, behalwe 'n los werker, verskuldig is, weekliks in kontant gedurende werke betaal word of binne vyftien minute na staking van werk op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Met dien verstande dat, indien die werkgever en die werknemer skriftelik daartoe ooreengekom het, besoldiging maandeliks betaal kan word op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Voorts met dien verstande dat loonaanpassings met terugwerkende krag met betrekking tot die tydperk voor die datum van hierdie Uitspraak nie later as vier weke van die datum van hierdie Uitspraak af gemaak moet word nie.

(2) *Los werker.*—Behalwe soos bepaal in klousule 14, moet die werkgever die besoldiging wat aan sy los werker verskuldig is, by diensbeëindiging in kontant betaal.

(3) *Premies.*—Geen betaling vir indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werknemer gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning.*—Behalwe soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of in die Naturellearbeid Regelingwet, 1911, kan 'n werkgever nie van sy werknemer vereis om by hom of by enige ander persoon of plek wat hy aanwys, te looier en/of in te woon nie.

(2) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee, other than a jobber, shall, subject to clause 3 (1), be weekly and save as provided in sub-clause (3) and in clause 3 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution thereof, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) shall pay such employee in respect of the whole day on which he performs such work at the rate of such higher wage: Provided that where the sole difference between classes is in terms of sub-clause (1) based on experience or sex the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 3 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(5) *Cost of Living Allowance.*—In addition to the wage prescribed in sub-clause (1) an employer shall pay to his employee a cost of living allowance in accordance with the rates prescribed under War Measure No. 43 of 1942 as amended.

(6) Nothing contained in this Award shall operate to adversely affect the existing earnings of an employee.

3. PAYMENT OF REMUNERATION.

(1) *Employees other than Jobbers.*—For the purpose of payment of remuneration the working week shall be deemed to commence on Friday and finish on Thursday and, save as provided in clauses 5 and 14, any amount due to an employee, other than a jobber, shall be paid in cash weekly during working hours or within fifteen minutes of ceasing work on Fridays or on termination of employment if this takes place before the usual pay day: Provided that, if the employer and the employee have agreed thereto in writing, remuneration may be paid monthly on the usual pay day of the establishment or on termination of employment, if this should take place before the usual pay day: Provided further that any retrospective wage adjustments in regard to the period prior to the date of this Award shall be made not later than four weeks from the date of this Award.

(2) *Jobber.*—Save as provided in clause 14, an employer shall pay the remuneration due to his jobber in cash on termination of his employment.

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

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Boetes en kortings.*—'n Werkgewer kan geen boetes van sy werknemer hef, of bedrae van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

- (a) Met skriftelike toestemming van sy werknemer 'n korting vir vakansie-, siekte-, -versekerings-, voorsorg- of pensioen-fondse of ledegeld aan of heffings deur 'n werknemer-organisasie. 'n Werkgewer moet alle bedrae wat ten opsigte van ledegeld of heffings deur hom afgetrek word, binne sewe dae na die einde van die maand waarin die bedrae afgetrek is, aan die betrokke werknemerorganisasie stuur;
- (b) as 'n werknemer van sy werk af wegbly, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;
- (c) 'n aftrekking van enige bedrag wat 'n werkgewer ingevolge 'n wet of bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- (d) as 'n werknemer toestem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens twee sjelings per week.

4. WERKURE, GEWONE URE EN OORTYD, EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure mag hoogstens die volgende wees:—

- (a) In die geval van 'n inspekteur, bestelwaman, bestelwaman se hulp, voertuigbestuurder en afleweringswerknemer wat brood en/of banket aflewer—

- (i) 49 uur per week van Vrydag tot en met Donderdag;
- (ii) nege uur op Maandag, Donderdag en Vrydag tussen 6 vm. en 4 nm., 9½ uur op Dinsdag en Saterdag tussen 6 vm. en 4.30 nm., en drie uur op Woensdag tussen 8 vm. en 11 vm.: Met dien verstande dat 'n werk-gewer nie sy bestelwaman, bestelwaman se hulp, voer-tuigbestuurder, of afleweringsbediende kan vereis of hom toelaat om op Woensdag enige ander werk te verrig as om brood en/of banket aan militêre of vloot-overhede of aan hospitale af te lewer of om bestel-waens skoon te maak; te olie en te smeer nie.

voorts met dien verstande dat wanneer 'n openbare vakan-siedag op 'n Dinsdag of Donderdag val, daar nege uur op die Woensdag van daardie week tussen 6 vm. en 4 nm. gewerk kan word.

- (b) In die geval van 'n voorman-banketbakker, 'n banketbakker, 'n banketbakkershulp of 'n arbeider wat hierdie banketbak-werknemers help—

- (i) in die geval van 'n werknemer wat 'n sesdaagse week werk—

- (a) 46 in 'n week van ses werkdag;

- (b) agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en in hierdie geval mag die ure op die ander dae hoogstens 8½ op 'n dag wees: Met dien verstande dat die gewone werkure in 'n week hoogstens 46 is;

- (ii) in die geval van 'n werknemer wat 'n vyfdaagse week werk—

- (a) 46 in 'n week van vyf werkdag;
- (b) 9½ op 'n dag;

- (c) In die geval van 'n los werker, 9½ op 'n dag;

- (d) In die geval van alle ander werknemers—

- (i) 46 in 'n week van vyf werkdag;
- (ii) 9½ op 'n dag;

met dien verstande dat 'n bestelwaman se hulp nie vir ander werk in diens geneem mag word buite die daaglikse en weeklikse maksimums in subklousule (b) voorgeskryf nie as vir aflewerings-werk van die bestelwa af en werk wat daarby hoort nie.

(2) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om sy inrigting vir die doel van die aflewering van brood en/of banket voor 6.30 vm. te verlaat nie, en geen werk-nemer mag later as 4 nm. op Maandag, Donderdag en Vrydag of op 'n Woensdag, in die voorbehoudsbepaling van paragraaf (a) (i) van subklousule (1) genoem, na sy werkgewer se inrigting terugkeer nie, of later as 4.30 nm. op Dinsdag en Saterdag nie, tensy hy verhinder word om die inrigting te bereik as gevolg van 'n natuurramp, onklaarraking van die bestelwa, of ander onvoorsiene gebeurtenis buite sy beheer.

(3) 'n Werkgewer mag geen brood en/of banket op 'n Sondag of op 'n openbare vakansiedag verkoop, oordra of aflewer nie, en hy kan ook nie van sy werknemer vereis of hom toelaat om dit te doen nie.

(4) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werk-nemer vereis of hom toelaat om langer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur te werk waarin geen werk verrig mag word nie, en die onderbreking word nie as deel van die gewone werkure beskou nie: Met dien verstande dat—

- (i) as die onderbreking langer as een uur duur, enige tydperk van langer as 1½ uur as gewone werkure beskou moet word;
- (ii) werktye wat deur 'n pouse van minder as 'n uur onder-breek word, as ononderbroke beskou moet word.

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

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to or levies by an employees' organisation. An employer shall forward all amounts deducted by him in respect of subscriptions to or levies to the employees' organisation concerned within seven days from the end of the month in which such deductions were made.
- (b) Whenever an employee absents himself from work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- (d) When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept lodging from his employer, a deduction not exceeding two shillings per week.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work shall not exceed—

- (a) in the case of an inspector, a vanman, vanman's assistant, driver and delivery employee engaged in the delivery of bread and/or confectionery—

- (i) forty-nine in any week from Friday to Thursday inclusive;

- (ii) nine hours on Mondays, Thursdays and Fridays between 6 a.m. and 4 p.m., nine and one-half hours on Tuesdays and Saturdays between 6 a.m. and 4.30 p.m. and three hours on Wednesday between 8 a.m. and 11 a.m.: Provided that an employer shall not require or permit his vanman, vanman's assistant, driver or delivery employee to perform any work on Wednesday other than that of delivering bread and/or confectionery to Military or Naval authorities or to hospitals or cleaning, oiling and greasing vans: Provided further that, when a public holiday falls on a Tuesday or Thursday, nine hours may be worked on the Wednesday of that week between 6 a.m. and 4 p.m.;

- (b) in the case of a foreman confectioner, a confectioner, a confectioner's assistant or a labourer assisting such confectionery employees—

- (i) in the case of an employee who works a six-day week—

- (a) forty-six in any week of six work days;
- (b) eight in any day, unless the hours on any one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day: Provided that the ordinary hours of work in any week do not exceed forty-six;

- (ii) in the case of an employee who works a five-day week—

- (a) forty-six in any week of five work days;
- (b) nine and a quarter in any day;

- (c) in the case of a jobber—nine and a quarter in any day;

- (d) in the case of all other employees—

- (i) forty-six in a week of five work days;
- (ii) nine and a quarter in any day;

provided that a vanman's assistant shall not be employed on work other than that incidental to delivery from the van beyond the daily and weekly maximum prescribed in sub-clause (b).

(2) An employer shall not require or permit an employee to leave his establishment for the purpose of delivering bread and/or confectionery earlier than 6.30 a.m. and no such employee shall return to his employer's establishment later than 4 p.m. on Mondays, Thursdays and Fridays or on a Wednesday referred to in the proviso to paragraph (a) (ii) of sub-clause (1) or later than 4.30 p.m. on Tuesdays and Saturdays unless he is prevented from reaching such establishment by an Act of God, breakdown of the van or other unforeseen occurrence beyond his control.

(3) An employer shall not sell, transfer or deliver any bread and/or confectionery on a Sunday or public holiday nor shall he require or permit his employee to do so.

(4) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work: Provided that—

- (i) if such interval be for longer than one hour, any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than half an hour shall be deemed to be continuous.

(5) *Werkure moet agtereenvolgend wees.*—Behalwe soos bepaal in subklousule (4) moet alle werkure agtereenvolgend wees.

(6) *Oortyd.*—Alle tyd wat langer as die gewone werkure wat in klousule 4 voorgeskryf is, gewerk word, moet as oortyd gereken word.

(7) *Beperkings op oortyd.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as tien uur oortyd in 'n week te werk nie.

(8) *Vroulike werknemer.*—'n Werkgewer mag nie van sy vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6 nm. en 6 vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1 nm. te werk nie;
- (c) meer as twee uur oortyd op 'n dag of op meer as drie agtereenvolgende dae te werk nie.
- (d) oortyd op meer as sestig dae in 'n jaar te werk nie;
- (e) na voltooiing van haar gewone werkure op 'n dag, meer as een uur oortyd te werk nie, tensy hy—

- (i) die werknemer voor 12-uur middag daarvan in kennis gestel het; of
- (ii) die werknemer van 'n toereikende ete voorsien het voor die aanvang van die oortyd; of
- (iii) die werknemer betyds twee sjelings en ses pennies betaal het om haar in staat te stel om 'n ete te verkry voor die oortydwerk begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet aan sy werknemer vir alle oortyd wat deur hom gewerk word, besoldiging betaal teen 'n skaal van minstens $\frac{1}{4}$ maal sy gewone weekloon. Met dien verstande dat as oortyd in 'n week op 'n daaglikse basis bereken, verskil van oortyd op 'n weeklikse basis bereken, die basis wat die grootste hoeveelheid oortyd gedurende daardie week oplewer, aangeneem moet word.

(10) 'n Werknemer, behalwe 'n arbeider, moet in 'n register, of op 'n werkrooster wat deur sy werkgewer verskaf moet word, elke dag wat hy werk aantekening hou van die tyd waarop hy met sy werk begin en die tyd waarop hy sy werk staak. In die geval van 'n arbeider, moet die begin- en stakingstye aangeteken word deur die werknemer wat in beheer is van die skof waartoe die arbeider hoort.

(11) *Voorbehoude.*—Hierdie klousule is nie op 'n wag van toepassing nie, en subklousules (6), (7) en (9) nie op 'n inspekteur, 'n bestelwaman, 'n bestelwaman se hulp, 'n voertuigbestuurder of 'n aflewingsbediende nie.

5. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemers ten opsigte van elke voltooiide jaar diens vakansieverlof soos volg toestaan:—

- (a) Aan alle wagte, 21 agtereenvolgende dae vakansieverlof met volle betaling;
- (b) aan alle werknemers (behalwe 'n wag) wat by dieselfde werknemer vir 2 jaar of langer in diens is, 21 agtereenvolgende dae vakansieverlof met volle betaling;
- (c) aan alle ander werknemers 14 agtereenvolgende dae vakansieverlof met volle betaling; en
- (d) 'n bykomende 21 agtereenvolgende dae verlof onmiddellik na die verlof hierbo voorgeskryf, aan alle bakkers- en/of banketbakkershulpe, voertuigbestuurders, verpakkershulpe, bestelwamane se hulpe, aflewingsbediendes, arbeiders en wagte wanneer hulle dit verkies, maar in dié geval sonder betaling.

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

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word; voorts met dien verstande dat die jaarlikse verlof vir twee jaar kan, wanneer hulle dit verkies, ooploop in die geval van bakkers- en/of banketbakkershulpe, bestuurders, verpakkershulpe, bestelwamane se hulpe, aflewingsbediendes, arbeiders en wagte; die tydperk van die verlof nie mag saamval met siekteverlof of met 'n tydperk wanneer die werknemer verplig is om ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding te ondergaan nie;
- (ii) as Nuwejaarsdag, Goede-Vrydag, Dinsdagsdag of Kersdag binne die tydperk van die verlof val, elkeen van die dae vervang moet word deur nog 'n dag wat tot genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- (iv) 'n werkgewer 'n dag geleentheidsverlof wat op skriftelike versoek van die werknemer aan hom gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, toegestaan is, van die verloftydperk kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof waarna in subklousule (1) verwys word, moet uiters op die laaste werkdag voor die verlof begin, betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die verloftydperk waarna in subklousule (1) verwys word, verskuldig geword het, moet, behalwe soos bepaal in subklousule (2), by die beëindiging, in plaas van verlof en ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens $\frac{1}{4}$ (een-vierde) van die weekloon wat hy onmiddellik voor die datum van beëindiging ontvang het, betaal word in die geval van die werknemers na wie in klousule 5 (1) (a) verwys word, en $\frac{1}{6}$ (een-sesde) van die weekloon, in die geval van werknemers na wie in subklousule 5 (1) (c) verwys word.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (4), all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the ordinary hours of work prescribed in clause 4 shall be deemed to be overtime.

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

(8) *Female Employee.*—An employer shall not require or permit his female employee—

- (a) to work between 6 p.m. and 6 a.m.;
- (b) to work after 1 p.m. on more than five days in any week;
- (c) to work overtime for more than two hours in any day or on more than three consecutive days;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee two shillings and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times his ordinary weekly wage: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis the basis which gives the greater amount of overtime during that week shall be adopted.

(10) An employee, other than a labourer, shall record in a register or on a time-table which shall be provided by his employer, the time at which he starts work and the time at which he finishes work on each day that he works. In the case of a labourer such starting and finishing times shall be recorded by the employee in charge of the shift to which such labourer belongs.

(11) *Savings.*—This clause shall not apply to a watchman and sub-clauses (6), (7) and (9) shall not apply to an inspector, a vanman, a vanman's assistant, a driver or a delivery employee.

5. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employees, in respect of each completed year of service, holiday leave as follows:—

- (a) To all watchmen, 21 consecutive days holiday leave on full pay;
- (b) to all employees (other than watchmen) employed by the same employer for 2 years or more, 21 consecutive days holiday leave on full pay;
- (c) to all other employees, 14 consecutive days holiday leave on full pay; and
- (d) to all bakers and/or confectioner's assistants, drivers, packer's assistants, vanmen's assistants, delivery employees, labourers and watchmen, at such employees' option, an additional 21 consecutive days leave immediately following on the leave prescribed above but in this case without pay.

(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 of the completion of the year of employment to which it relates: Provided further that in the case of bakers and/or confectioner's assistants, drivers, packer's assistants, vanmen's assistants, delivery employees, labourers and watchmen such employees may, at their option, accumulate their annual leave for two years;
- (ii) the period of such leave shall not be concurrent with sick leave nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Dinsdagsdag or Christmas Day falls within the period of such leave another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee, at such employee's request made in writing, during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in sub-clause (2) be paid upon such termination in lieu of leave and, in respect of each completed month of such period of less than one year, not less than $\frac{1}{4}$ (one-fourth) in the case of employees referred to in clause 5 (1) (a) and $\frac{1}{6}$ (one-sixth) in the case of employees referred to in clause 5 (1) (c), of the weekly wage which an employee was receiving immediately before the date of such termination.

(5) 'n Werknemer wat ingevolge subklousule (1) tot verlof geregtig geword het en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging ten opsigte van die verlof die bedrae waarna in subklousules (1) en (4) verwys word, betaal word.

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

- (a) met verlof ingevolge subklousule (1) of ingevolge klousule 7, afwesig is;
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof afwesig is;

wat tesaam hoogstens tien weke per jaar kan bedra: Met dien verstande dat as 'n werknemer se opleidingstydperk ingevolge die Zuid Afrika Verdedigings Wet, 1912, in enige jaar minder as dertig dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleidings-tydperk minder as dertig dae is, en beskou moet word dat dit begin van die datum af waarop 'n werknemer laas tot jaarlikse verlof geregtig geword het, of, na gelang van die jongste datum, die datum van sy indiensneming.

(7) Geen werknemer kan gedurende die tydperk van verlof toegelaat word om diens van enige aard of beskrywing hoegenaamd aan te neem nie.

6. FONDS VIR SIETEVERLOF, VOORSORG EN MEDIESE BYSTAND.

(1) (a) Elke werknemer van die klasse wat in subklousule (c) hiervan opgenoem word, wat 'n sertifikaat voorlê wat deur 'n geregistreerde geneesheer onderteken is en die aard en duur van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, aantoon, het reg op tesaam twee weke siekteverlof met volle betaling per jaar.

(b) As 'n werknemer van die klasse wat in subklousule (c) hiervan opgenoem word, wat 'n lid van die Witwatersrand Baking Employees' Association is, sy werkgever skriftelik versoek om 3s. per week van sy loon af te trek as 'n bydrae aan die die Voorsorgfonds van genoemde Vereniging, moet die werkgever daardie bedrag aftrek en ten opsigte van elke sodanige werknemer die bedrag van 10s. per week daaraan toevoeg en genoemde geld uiters op die sewende dag van elke daaropvolgende maand aan die Witwatersrand Baking Employees' Association betaal, met dien verstande egter, dat 'n werkgever wat ooreenkomstig hierdie bepaling bydra, nie verplig is om enige betaling ten opsigte van siekteverlof soos in subklousule (a) hiervan bepaal, te doen nie.

(c) Die klasse werknemers op wie subklousules (a) en (b) hiervan van toepassing is, is die volgende:—

Inspekteurs; voorman-bakkers en/of voorman-banketbakkers; bakkers; banketbakkers; verpakkers; magasynmeesters; bestelwamane; klerklike werknemers, manlik, gekwalifiseer; klerklike werknemers, manlik, ongekwalifiseer; klerklike werknemers, vroulik, gekwalifiseer; klerklike werknemers, vroulik, ongekwalifiseer.

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer het reg tot verlof met volle betaling wat hom toegestaan moet word op alle openbare vakansiedae: Met dien verstande dat dit van 'n werknemer vereis kan word om op die dae te werk.

(2) *Betaling vir werk op vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werker, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom die bedrag betaal wat in subklousule (1) genoem word, plus sy weekloon, gedeel deur die getal gewone werke wat hy per week werk, vir elke uur of gedeelte van 'n uur wat hy aldus werk.

(b) As 'n werknemer, behalwe 'n los werker, op 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom die bedrag betaal wat in subklousule (1) genoem word en as die werknemer nie op die laaste dag voor die openbare vakansiedag verlof met volle betaling toegestaan is nie, moet hy hom in plaas daarvan, binne sewe dae daarna een addisionele dag verlof met volle betaling toestaan.

(c) As 'n los werker op 'n openbare vakansiedag werk, moet sy werkgever hom betaal teen 'n skaal van minstens dubbel die loon wat in klousule 2 (1) vir 'n los werker voorgeskryf word: Met dien verstande dat hy ten opsigte van elke dag waarop hy in diens is, minstens twintig sjelings betaal moet word.

(3) *Sondae.*—(a) 'n Werkgever kan nie van 'n bestelwaman, bestelwaman se hulp, voertuigbestuurder of afleweringsbediende vereis of hom toelaat om op Sondag te werk nie.

(b) *Betaling vir werk op Sondae.*—As 'n werknemer, behalwe 'n bestelwabediende, bestelwabediendehulp, voertuigbestuurder, afleweringsbediende of los werker op Sondag werk, moet sy werkgever hom—

- (i) minstens dubbel die loon betaal wat aan hom betaalbaar sou wees vir die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word; of

- (ii) besoldiging betaal teen 'n skaal van minstens 1½ maal sy gewone loonskaal vir die totale tydperk wat op die Sondag gewerk word en hom binne sewe dae na die Sondag een dag verlof toestaan en hom daarvoor besoldiging betaal teen 'n skaal van minstens sy gewone loonskaal asof hy op die betrokke vakansiedag sy gemiddelde gewone werke vir daardie dag van die week gewerk het.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clause (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1) or in terms of clause 7;
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave;

amounting in the aggregate to not more than ten weeks in any year: Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period training is less than thirty days, and shall be deemed to commence from the date on which an employee last became entitled to annual leave or the date of his engagement, whichever is the later.

(7) No employee shall during the period of any leave be permitted or allowed to take employment of any nature or description.

6. SICK LEAVE, PROVIDENT AND MEDICAL AID FUND.

(1) (a) Every employee of the classes enumerated in sub-clause (c) hereof, shall, upon the production of a certificate signed by a registered medical practitioner showing the nature and duration of each period of absence for which payment is claimed, be entitled in the aggregate to two weeks sick leave on full pay in every year.

(b) Where an employee of the classes enumerated in sub-clause (c) hereof who is a member of the Witwatersrand Baking Employees Association requests his Employer in writing to deduct 3s. per week from his wages as a contribution to the Provident Fund of the said Association, such employer shall make such deduction and shall in addition thereto add in respect of each such employee the sum of 10s. per week and shall transmit all such moneys to the Witwatersrand Baking Employees Association not later than the seventh day of each succeeding month, provided, however, that any employer who makes such contribution as provided above shall not be called upon to pay any moneys in respect of sick leave as provided in sub-clause (a) hereof.

(c) The classes of employees to whom sub-clauses (a) and (b) hereof shall apply shall be:—

Inspectors; foremen bakers and/or confectioners; bakers; confectioners; packers; storemen; vanmen; clerical employee, male qualified clerical employee, male, unqualified; clerical employee, female, qualified; clerical employee, female unqualified.

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays: Provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—Whenever an employee, other than a jobber, works on New Year's Day, Good Friday, Dingaans Day, or Christmas Day, his employer shall pay to him the amount referred to in sub-clause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever an employee, other than a jobber, works on a public holiday, other than New Year's Day, Good Friday, Dingaans Day or Christmas Day, his employer shall pay him the amount referred to in sub-clause (1) and if such employee has not been granted leave on full pay on the last work day preceding such public holiday, shall, within seven days thereof, grant to him one day's leave on full pay or pay him an additional day's pay in lieu thereof.

(c) Whenever a jobber works on a public holiday his employer shall pay him at a rate not less than double the rate prescribed in clause 2 (1) for a jobber: Provided that he shall be paid not less than twenty shillings in respect of any such day on which he is employed.

(3) *Sundays.*—(a) An employer shall not require or permit a vanman, vanman's assistant, driver or delivery employee to work on a Sunday.

(b) *Payment for Work on Sundays.*—Whenever an employee, other than a vanman, vanman's assistant, driver, delivery employee or a jobber, works on a Sunday, his employer shall either—

- (i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or

- (ii) pay him remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(c) As 'n los werker op Sondag werk, moet sy werkgever hom teen 'n skaal van minstens dubbel die loon wat vir 'n los werker in klousule 2 (1) voorgeskryf word, betaal: Met dien verstande dat hy minstens twintig sjielings betaal moet word vir elke Sondag wat hy in diens is.

8. GETALLEVERHOUDING.

(1) 'n Werkgever moet minstens een voorman-bakker en/of voorman-banketbakker in diens hê alvorens hy 'n bakker en/of banketbakker in diens kan neem.

(2) 'n Werkgever moet op elke skof een bakker en/of een banketbakker in diens hê alvorens hy 'n bakkershulp en/of banketbakkershulp in diens kan neem.

(3) 'n Werkgever moet in elke skof een voorman-bakker en/of voorman-banketbakker in diens hê alvorens hy die skof 'n bakker en/of banketbakker in diens kan hê en die voorman moet gedurende die hele werktid van elke skof teenwoordig en op diens wees: Met dien verstande dat hoogstens drie bakkershulpe, bygestaan deur arbeiders, in diens kan wees in die afwesigheid van 'n voorman om deeg vir hoogstens vier uur voor te berei.

(4) Vir elke voorman-bakker en bakker en vir elke voorman-banketbakker en banketbakker, kan 'n werkgever onderskeidelik hoogstens vyf bakkershulpe of vyf banketbakkershulpe in diens hê. Vir elke ekstra bakker of banketbakker in 'n skof in diens, kan 'n werkgever hoogstens twee ekstra bakkershulpe of banketbakkershulpe in diens hê.

(5) 'n Werkgever moet een bestelwaman in diens hê alvorens hy 'n bestelwaman se hulp in diens kan hê en vir elke bestelwabeidiende in sy diens, kan hy nie meer as drie bestelwamane se hulpe in diens hê nie.

(6) 'n Werkgever kan nie van sy bestelwaman vereis of hom toelaat om in beheer van meer as een bestelwa, of daarvoor verantwoordelik, te wees nie.

(7) 'n Werkgever kan nie 'n ongekwalifiseerde manlike of vroulike klerklike werknemer in diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde manlike of vroulike klerklike werknemer in diens het, en vir elke gekwalifiseerde manlike of vroulike klerklike werknemer in sy diens, kan hy onderskeidelik hoogstens een ongekwalifiseerde manlike of vroulike klerklike werknemer al na die geval in diens hê: Met dien verstande dat vir die doel van hierdie klousule, 'n ongekwalifiseerde manlike klerklike werknemer, wat minstens die loon ontvang wat in klousule 2 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskryf word, as 'n gekwalifiseerde manlike klerklike werknemer beskou kan word; 'n gekwalifiseerde vroulike klerklike werknemer wat minstens die loon ontvang soos in klousule 2 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskryf, as 'n gekwalifiseerde manlike klerklike werknemer beskou kan word; en 'n ongekwalifiseerde vroulike klerklike werknemer wat minstens die loon ontvang wat in klousule 2 (1) vir 'n gekwalifiseerde vroulike klerklike werknemer voorgeskryf word, as 'n gekwalifiseerde vroulike klerklike werknemer beskou kan word: Met dien verstande, egter, dat dit toelaatbaar is dat 'n ongekwalifiseerde vroulike werknemer vir elke gekwalifiseerde manlike klerklike werknemer in diens mag wees.

(8) 'n Werkgever mag nie 'n ongekwalifiseerde winklassistent manlik of vroulik, in diens neem nie, tensy hy 'n gekwalifiseerde winklassistent, onderskeidelik manlik of vroulik, in diens het nie; en vir elke gekwalifiseerde winklassistent, manlik of vroulik, in diens, kan hoogstens een ongekwalifiseerde winklassistent, manlik of vroulik, na gelang van die geval, deur hom in diens geneem word: Met dien verstande dat vir die doel van hierdie klousule 'n ongekwalifiseerde manlike winklassistent wat minstens die loon, voorgeskryf in klousule 2 (1) vir 'n gekwalifiseerde manlike winklassistent ontvang, as 'n gekwalifiseerde manlike winklassistent beskou kan word; 'n gekwalifiseerde vroulike winklassistent wat minstens die loon voorgeskryf in klousule 2 (1) vir 'n gekwalifiseerde manlike winklassistent ontvang, as 'n gekwalifiseerde manlike winklassistent beskou kan word, en 'n ongekwalifiseerde vroulike winklassistent wat minstens die loon voorgeskryf in klousule 2 (1) vir 'n gekwalifiseerde vroulike winklassistent ontvang, as 'n gekwalifiseerde vroulike winklassistent beskou kan word; met dien verstande, egter, dat dit toelaatbaar is vir 'n ongekwalifiseerde vroulike winklassistent om in diens gencem te word vir elke gekwalifiseerde manlike winklassistent.

(9) Vir die doel van subklousules (1), (3) en (4), kan 'n werkgever wat in sy eie inrigting uitsluitlik werksaam is om na gelang van die geval die werk van 'n voorman-bakker of voormanbanketbakker te verrig, as 'n voorman-bakker of voormanbanketbakker beskou kan word: Met dien verstande dat hy sorgdra dat sy naam in die tyd- en loonregister verskyn en hy daarin die vak waarin hy werksaam is, aangeteken het; voorts met dien verstande dat hoogstens een lid van 'n firma of vennootskap as 'n voorman-bakker of voormanbanketbakker beskou moet word.

9. OORPAKKE EN VEILIGHEIDSMATREËLS.

(1) 'n Werkgever wat van sy werknemers vereis om 'n uniform of oorpak te dra, of 'n werkgever wat ingevolge 'n wet of regulasie verplig is om sy werknemers van 'n uniform, oorpak of beskermende klere te voorsien, moet die uniform, oorpak of beskermende klere kosteloos verskaf en ten einde dit in 'n goeie en skoon toestand te hou, moet die betrokke werknemer die nodige seep, ens., verskaf om dit gedurende normale werkdere te was.

(2) Alle uniforms, oorpakke en beskermende klere wat ingevolge subklousule (1) verskaf word, bly die werkgever se eiendom.

(3) Alle meganiese bestelwaens moet kapdeure hê, tensy hulle deur die besigheid gebruik is voordat hierdie Uitspraak in werking getree het.

(c) Whenever a jobber works on a Sunday his employer shall pay him at a rate not less than double the rate prescribed in clause 2 (1) for a jobber: Provided that he shall be paid not less than twenty shillings in respect of any such Sunday on which he is employed.

8. PROPORTION OR RATIO.

(1) An employer shall employ at least one foreman baker and/or one foreman confectioner before a baker and/or confectioner may be employed by him.

(2) An employer shall in each shift employ one baker and/or confectioner before a baker's and/or confectioner's assistant may be employed by him.

(3) An employer shall in each shift employ one foreman baker and/or foreman confectioner before he may employ a baker and/or confectioner in such shift and such foreman shall be present and on duty during the whole of the working period of each shift: Provided that not more than three baker's assistants, assisted by labourers, may be employed in preparing dough for not more than four hours in the absence of a foreman.

(4) For each foreman baker and a baker or for each foreman confectioner and a confectioner an employer may employ not more than five assistant bakers or five assistant confectioners respectively. For each additional baker or confectioner employed in a shift not more than two additional baker's or confectioner's assistants may be employed by an employer.

(5) An employer shall employ one vanman before he may employ a vanman's assistant and for each vanman employed by him he may employ not more than three vanman's assistants.

(6) An employer shall not require or permit his vanman to be in charge of or responsible for more than one van.

(7) An employer shall not employ an unqualified clerical employee, male or female, unless he has in his employ a qualified clerical employee male or female, respectively, and for each qualified clerical employee, male or female employ not more than one unqualified clerical employee, male or female as the case may be, may be employed by him: Provided that for the purpose of this clause an unqualified male clerical employee receiving not less than the wage prescribed in clause 2 (1) for a qualified male clerical employee may be deemed to be a qualified male clerical employee; a qualified female clerical employee receiving not less than the wage prescribed in clause 2 (1) for a qualified male clerical employee; may be deemed to be a qualified male clerical employee; and an unqualified female clerical employee receiving not less than the wage prescribed in clause 2 (1) for a qualified female clerical employee: Provided, however, that it shall be permissible for an unqualified female employee to be employed to each qualified male clerical employee.

(8) An employer shall not employ an unqualified shop assistant, male or female, unless he has in his employ a qualified shop assistant, male or female respectively and, for each qualified shop assistant, male or female employed, not more than one unqualified shop assistant, male or female as the case may be, may be employed by him: Provided that for the purposes of this clause an unqualified male shop assistant receiving not less than the wage prescribed in clause 2 (1) for a qualified male shop assistant may be deemed to be a qualified male shop assistant; a qualified female shop assistant receiving not less than the wages prescribed in clause 2 (1) for a qualified male shop assistant may be deemed to be a qualified male shop assistant; and an unqualified female shop assistant receiving not less than the wage prescribed in clause 2 (1) for a qualified female shop assistant may be deemed to be a qualified female shop assistant: Provided however that it shall be permissible for an unqualified female shop assistant to be employed to each qualified male shop assistant.

(9) For the purpose of sub-clause (1), (3) and (4) an employer who is wholly engaged in his own establishment in performing the work of a foreman baker or a foreman confectioner may be deemed to be a foreman baker or foreman confectioner as the case may be: Provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged: Provided further that not more than one member of any firm or partnership shall be deemed to be a foreman baker or foreman confectioner.

9. OVERALLS AND PROTECTIVE MEASURES.

(1) An employer who requires his employees to wear a uniform or overall or an employer who is required by any law or regulation to provide his employees with a uniform, overall or protective clothing shall provide same free of charge and in order to maintain same in good and clean condition shall supply such employee with the necessary soap, etc. for the washing of same during his normal working hours.

(2) All uniforms, overalls and protective clothing supplied in terms of sub-clause (1) shall remain the property of the employer.

(3) All mechanically propelled vans shall be fitted with cab doors unless they have been in use in the business prior to the coming into effect of this Award.

10. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werker, moet minstens een week skriftelike kennis gee van sy voorneme om die dienskontrak te beëindig of, in plaas daarvan minstens die weeklooi wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, betaal of verbeur: Met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

(a) op 'n werkgewer of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig weens enige rede wat wetlik as voldoende erken word;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat vir 'n opseggingstermyn van gelyke duur vir albei partye en vir langer as een week voorsiening maak.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoud by subklousule (1) gesluit word, moet die betaling of verbeuring in plaas van die tydperk van opsegging in verhouding tot die tydperk van opsegging soos ooreengekom, wees.

(3) Die diensopsegging waarna in subklousule (1) verwys word, gaan in op die dag waarop dit gegee word: Met dien verstande dat die tydperk van diensopsegging nie mag saamval met, of diensopsegging gegee word gedurende 'n werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 5 of met siekteverlof ingevolge klousule 6 nie.

(4) Die dienskontrak van 'n los werker kan sonder voorafgaande diensopsegging deur albei partye beëindig word.

11. DIENSSERTIFIKAAT.

'n Werknemer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n los werker, aan die betrokke werknemer 'n dienssertifikaat uitreik wat die name van die werkgewer en werknemer voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van beëindiging aantoon.

12. ERKENNING VAN VAKVERENIGING.

As die getal lede van 'n geregistreerde vakvereniging in 'n inrigting minstens 55 persent bedra van die getal werknemers in die betrokke inrigting wat kragtens die konstitusie van die betrokke vakvereniging reg het tot lidmaatskap daarvan, of as lid daarvan in aanmerking kom, moet die vakvereniging deur die werkgewer erken word as die liggaam wat gemagtig is om namens alle werknemers in die betrokke inrigting wat, soos reeds genoem, vir lidmaatskap van die vakvereniging in aanmerking kom, vertoë in te dien en onderhandelings te voer betreffende die voorwaardes van hul diens.

13. NAME VAN WERKGEWERS OP VOERTUIG.

Elke werkgewer moet sy naam en adres voluit duidelik op alle bestelwaens, fietse, of ander voertuie wat deur hom gebruik word vir die vervoer, verkoop, of aflewering van brood en/of banket, vertoon.

* No. 468.] [7 Maart 1952.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BAK- EN/OF BANKETNYWERHEID,
WITWATERSRAND.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die uitspraak en kennisgewing in verband met die Bak- en/of Banketnywerheid bekendgemaak by Goewermmentskennisgewing No. 467 van 7 Maart 1952, nie minder gunstig vir die persone is nie wie se werkure daarby gereël word as die ooreenstemmende bepalings van genoemde Wet.

B. J. SCHOEMAN,
Minister van Arbeid.

10. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a jobber, shall give not less than one week's notice in writing of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than the weekly wage the employee was receiving immediately before the date of such termination: Provided that this shall not affect—

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

(b) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 5 or on sick leave in terms of clause 6.

(4) The contract of service of a jobber may be terminated without notice by either party.

11. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a jobber, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

12. RECOGNITION OF TRADE UNION.

Where in an establishment the number of members of a registered trade union is not less than 55 per cent. of the number of employees in such establishment entitled or eligible, in terms of the constitution of such trade union, to be members thereof, such trade union shall be recognised by the employer as the body authorised to make representations and conduct negotiations on behalf of all employees in such establishment who are eligible for membership of the union as aforesaid regarding the conditions of their employment.

13. NAMES OF EMPLOYERS ON VEHICLES.

Every employer shall prominently display his full name and full address on all vans, bicycles or other vehicles used by him in connection with the convenience, sale or delivery of bread and/or confectionery.

* No. 468.] [7 March 1952.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BAKING AND/OR CONFECTIONERY INDUSTRY,
WITWATERSRAND.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Award and notice relating to the Baking and/or Confectionery Industry published under Government Notice No. 467 of 7 March, 1952, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

WET OP DIE KRIMINELE
PROSEDURE EN BEWYS-
LEWERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria
en Kaapstad

CRIMINAL PROCEDURE AND
EVIDENCE ACT, 1917

(Act No. 31 of 1917)

(With Amendments up to and
including 1933)

Price 2s. 6d

Obtainable from the Government Printer, Pretoria
and Cape Town