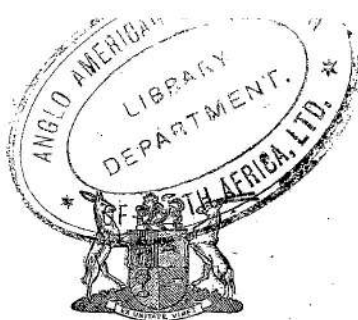




UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 553.]

[13 Maart 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

BAK- EN/OF BANKETBAKNYWERHEID, DURBAN, PIETERMARITZBURG, INANDA EN PINETOWN.

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

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat betrekking het op die Bak-en/of Banketbaknywerheid van die 17de dag van Maart 1953 en vir die tydperk wat op die 16de dag van Maart 1954 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 19, 21 tot en met 23 van genoemde Ooreenkoms van die 17 dag van Maart 1953 en vir die tydperk wat eindig op die 16de dag van Maart 1954, bindend is vir die ander werkgewers en werknemers by of in diens van genoemde Nywerheid in die magistraatsdistrikte Durban, Pietermaritzburg, Inanda en Pinetown;

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 17, 19 en 21 van genoemde Ooreenkoms van die 17de dag van Maart 1953 en vir die tydperk wat op die 16de dag van Maart 1954 eindig, in die magistraatsdistrikte Durban, Pietermaritzburg, Inanda en Pinetown *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. 553.]

[13 March 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

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

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

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry shall be binding from the 17th day of March, 1953, and for the period ending the 16th day of March, 1954, upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union.

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the 17th day of March, 1953, and for the period ending the 16th day of March, 1954, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Durban, Pietermaritzburg, Inanda and Pinetown;

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Pietermaritzburg, Inanda and Pinetown and from the 17th day of March, 1953, and for the period ending the 16th day of March, 1954, the provisions contained in clauses 3 to 17 (inclusive), 19 and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

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

OOREENKOMS

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

„Natal Master Bakers' Association”

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

„National Baking Industrial Union, Natal Branch”

(hierna die „werknemers” of die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Durban, Inanda, Pietermaritzburg en Pinetown).

1. TOEPASSING VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR.

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

3. WOORDBEPALINGS.

Tensy die teenoorgestelde bedoeling blyk, het uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, bepaal is, dieselfde betekenis as in die Wet en verwysings na 'n wet sluit ook wysigings daarvan in; woorde wat die manlike geslag aandui, sluit ook vrouens in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„vakleerling”, 'n werknemer wat onder verbintenis is kragtens 'n leerlingkontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, of kragtens die Meesters en Diensbodes Wet;

„bak”, die maak, of meng en bewerking van deeg met die hand of masjien en die bak van deeg, of brood;

„Bak- en/of Banketnywerheid”, die nywerheid waarin werkgewers en werknemers verbonde is vir die maak of vervaardig van brood en/of banket vir verkoop;

„brood”, sonder om sy gewone betekenis te beperk, ook rolletjies, luuksebrood, bolletjies, korentebrood en bolletjiesbrood;

„los werknemer”, 'n werknemer, behalwe 'n stukwerker, wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;

„klerklike werknemer”, 'n werknemer behalwe 'n fabrieksklerk wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of ander vorms van klerklike werk verrig en sluit 'n kassier en magasynmeester in;

„klerklike werknemer, gekwalifiseer, manlik,” 'n klerklike werknemer met minstens vyf jaar ervaring as 'n klerklike werknemer;

„klerklike werknemer, ongekwalifiseer, manlik,” 'n manlike klerklike werknemer met minder as vyf jaar ervaring as 'n klerklike werknemer;

„klerklike werknemer, gekwalifiseer, vroulik,” 'n vroulike klerklike werknemer met minder as drie jaar ervaring as 'n klerklike werknemer;

„klerklike werknemer, ongekwalifiseer, vroulik,” 'n vroulike klerklike werknemer met minder as drie jaar ervaring as 'n klerklike werknemer;

„banket”, sonder om sy gewone betekenis te beperk, ook koek, gebak, beskuitjies, pastei, vleispastei, botterbroodtjies en goedere wat met suurdeeg gemaak is, behalwe brood;

„Raad” die Nywerheidsraad vir die Bak- en Banketnywerheid, Durban, Inanda, Pietermaritzburg en Pinetown, geregistreer kragtens die Nywerheid-versoeningswet 1937;

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

„toonbankbediende, gekwalifiseer, vroulik,” 'n vroulike toonbankbediende met minstens vier jaar ervaring in die bak- en/of banketnywerheid;

„toonbankbediende, ongekwalifiseer, vroulik,” 'n vroulike toonbankbediende met minder as vier jaar ervaring in die bak- en banketnywerheid;

„toonbankbediende, gekwalifiseer, manlik,” 'n manlike toonbankbediende met minstens vyf jaar ervaring in die bak- en banketnywerheid;

„toonbankbediende, ongekwalifiseer, manlik,” 'n manlike toonbankbediende met minder as vyf jaar ervaring in die bak- en banketnywerheid;

SCHEDULE.

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

AGREEMENT

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

Natal Master Bakers' Association

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

National Baking Industrial Union, Natal Branch

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

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

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

“Baking and/or Confectionery Industry” means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale;

“bread”, without limiting its ordinary meaning, includes rolls, fancy bread, buns currant bread and bun-loaves;

“casual employee” means an employee, other than a jobber, who is employed by the same employer for not more than two days in any week;

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

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

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

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

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

“confectionery” without limiting its ordinary meaning, includes cakes, pastries, biscuits, pies, pasties, scones and yeast-raised goods other than bread;

“Council” means the Industrial Council for the Baking and/or Confectionery Industry, Durban, Inanda, Pietermaritzburg and Pinetown, registered in terms of the Industrial Conciliation Act, 1937;

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

“counterhand, qualified, female,” means a female counterhand who has had not less than four years' experience in the Baking and/or Confectionery Industry;

“counterhand, unqualified, female,” means a female counterhand who has had less than four years' experience in the Baking and/or Confectionery Industry;

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

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

„afleveringsbediende”, ’n werknemer behalwe ’n bestelwa-helper wat brood en/of banket aflewer te voet of met ’n fiets, driewieler of handvoertuig en wat vir K.B.A.-bestellings die kontant kan invorder;

„versendingsklerk”, ’n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en verantwoordelik is vir die ontvang, bêre, uitreik, nadel, bymeekaarmaak en verpak van brood en/of banket;

„versendingsklerkhelpe”, ’n werknemer wat onder toesig van ’n werkgewer, voorman, bakker, banketbakker, of versendingsklerk brood en kook ontvang, nadel, bymeekaarmaak en/of verpak vir versending of aflewering van ’n inrigting en/of afsonderlike banketartikels afweeg of toedraai en/of hulle in bakke of ander houers pak;

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

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

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

en wat oor die algemeen ’n magasynmeester of versendingsklerk help en sluit in ’n werknemer wat verantwoordelik is vir die ontvang, nadel en aantekening hou van die affaai van goedere;

„voorman”, ’n ambagsman met beheer oor werknemers op skofwerk wat verantwoordelik is vir die behoorlike verrigting van hul werk;

„algemene helper”, ’n werknemer wat ’n voertuig bestuur vir die aflewering van brood en/of banket aan ’n spoorwegstasie of aan ’n werkgewer se eie takinrigting, winkel of bestelwa;

„werknemer, graad I”, ’n werknemer, buiten ’n ambagsman, wat onder toesig van ’n werkgewer, voorman of ambagsman een of meer van die volgende werksaamhede verrig:—

- (1) Die in- en uitlaai van brood en banket in en uit oonde deur middel van ’n skieteer;
- (2) banket, buiten verjaarsdag-, doop- en bruidskoek, afwerk en versier;
- (3) die bestanddele van deeg of banket meng;
- (4) brode, kitkas, ens., vleg;
- (5) oondtemperatuur vir brood en/of banket reguleer;

„werknemer, graad II”, ’n werknemer, buiten ’n ambagsman, wat onder toesig van ’n werkgewer, voorman of ambagsman een of meer van die volgende werksaamhede verrig:—

- (1) Met ’n warmplaat bak;
- (2) oliebolle kook;
- (3) room met die hand op roombolletjies sit;
- (4) deeg met die hand terugsnij of terugklop;
- (5) in- en uitpak van outomatiese Uniflow-oonde;
- (6) deeg met die hand vorm;
- (7) ’n verdeler bedien;
- (8) koekdeeg in houers vir bak inweeg;
- (9) afsonderlike stukke banket toedraai;

„werknemer, graad III”, ’n werknemer, buiten ’n ambagsman, wat onder toesig van ’n werkgewer, voorman of ambagsman een of meer van die volgende werksaamhede verrig:—

- (1) Vleis en groente kook;
- (2) brood en banket vir die voorlopige samestelling van bestellings tel onder toesig van ’n versendingsklerk of ’n versendingsklerkhelpe;
- (3) koek in vorms sny deur middel van ’n koekdrukke;
- (4) bolletjies sny vir die opsit van room;
- (5) perforeer;
- (6) stoomketels stook en die waterstand en stoomdruk op peil hou;
- (7) masjiene onder instruksies ghries;
- (8) deeg met ’n masjien terugklop;
- (9) pakkette toedraai en etiketteer;
- (10) panne in laaste rysmasjien vul;
- (11) ’n handbolletjieverdeler en handpasteimasjien bedien;
- (12) ’n handvulmasjien bedien;
- (13) panne op loopplaat van tonneloond plaas;
- (14) deeg uit vormmasjien haal en in panne plaas;
- (15) beskermende klere heelmaak en stryk, ens.;
- (16) wit en geel van eiers skei;
- (17) meel met masjien sif;
- (18) deeg met masjien omkeer;
- (19) op ’n gestelde skaal weeg;
- (20) etikette om pastei draai;

„delivery employee” means an employee other than a van-salesman’s assistant who delivers bread and/or confectionery, on foot or by means of a bicycle, tricycle, or hand-propelled vehicle, and who may collect cash for C.O.D. orders;

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

„assistant despatch clerk” means an employee who, under the supervision of an employer, foreman, baker, confectioner or despatch clerk, is engaged in receiving, checking, assembling and/or packing bread and confectionery for despatch or delivery from an establishment, and/or who weighs or wraps individual articles of confectionery and/or packs them into trays or other containers;

„dough” means the product of the admixture by hand and/or machine of two or more of any of the ingredients used in the production of bread;

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

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

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

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

„general assistant” means an employee who is engaged in driving a vehicle to deliver bread and/or confectionery to a railway station or to an employer’s own branch establishment, shop or van;

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

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

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

- (1) Baking by means of a hot plate;
- (2) cooking doughnuts;
- (3) creaming cream buns by hand;
- (4) cutting back or knocking back dough by hand;
- (5) loading and unloading Uniflow automatic ovens;
- (6) moulding or shaping dough by hand;
- (7) operating divider;
- (8) weighing cake batter into receptacles for baking;
- (9) wrapping individual articles of confectionery;

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

- (1) Cooking meat and vegetables;
- (2) counting bread and confectionery under the supervision of a despatch clerk or assistant despatch clerk for the rough assembly of cake and bread orders;
- (3) cutting of cakes into shapes by means of a template;
- (4) cutting of buns for creaming;
- (5) docking and notching;
- (6) firing boilers and maintaining the water levels and steam pressure in a boiler;
- (7) greasing machines under instruction;
- (8) knocking back dough by machine;
- (9) labelling and wrapping of parcels;
- (10) loading tins in final prover;
- (11) operating hand bun divider and hand pie machine;
- (12) operating hand filling machine;
- (13) placing of tins on tunnel oven travelling plate;
- (14) receiving dough from moulder and placing it into baking tins;
- (15) repairing or ironing protective clothing, etc.
- (16) separating whites of eggs from the yolks;
- (17) sieving of flour by mechanical means;
- (18) tipping doughs by mechanical means;
- (19) weighing to a set scale or measure;
- (20) wrapping of labels round pies;

„handlanger”, ’n werknemer buiten ’n werktuigkundige wat kleiner herstelwerkies en verstellings doen aan masjiene, installasie, geboue en ander toerusting;

„stukwerker”, ’n werknemer wat vir hoogstens drie dae per week by dieselfde werkgever in diens is as ambagsman;

„ambagsman”, ’n werknemer wat in die aangewese bedrywe van bakker en/of banketbakker in diens is en ’n vakleerlingskapkontrak wat die Raad erken, uitgedien het, of ’n werknemer bo 21 met ’n bekwaamheidsertifikaat wat deur die Raad uitgereik is of erken word en wat hom in staat stel om as ambagsman in diens te tree;

„arbeider”, ’n werknemer wat hoofsaaklik een of meer van die volgende of dergelyke werksaamhede verrig:—

- (1) Kartonhouers inmeekaarsit;
- (2) harde versiersel en waterversiersel opklop en fondant roer, ens.;
- (3) dra, opstapel en stoot;
- (4) vrugte skoonmaak en pitte uithaal;
- (5) neut skoonmaak, uitsoek, kraak en maal;
- (6) persele, bestelwaens, werkwinkels, gerei, diere, groente en ander artikels skoonmaak;
- (7) rantsone kook of tee, koffie of soortgelyke drank maak;
- (8) lê sakke, brood of banket tel, maar nie vir die uitvoer van bestellings nie;
- (9) vleis met die hand opsnij;
- (10) briewe of boodskappe aflewer;
- (11) deeg in ’n vultregter of storkoker voer;
- (12) deeg in ’n bolmasjiene of vormmasjiene voer;
- (13) meel in meelkaste, houers, mengmasjiene of hystoestelle voer;
- (14) tuinmaak, skoffel, hark, spit, sny en plant volgens instruksies;
- (15) bakke, blikke, panne, kiste, masjiene, gerei, vlam-pype, skoorstene en roetvangers of ander artikels met vet insmeer, vir gebruik gereedmaak, was of skoonmaak;
- (16) mure en bouwerk afwit;
- (17) koekrame met papier uitvoer;
- (18) laai en aflaai;
- (19) krane en kleppe volgens instruksies oop- en toemaak;
- (20) handmasjiene, buiten bolletjieverdelers en pasteimasjiene, bedien;
- (21) drukknoppies en soortgelyke skakelaars volgens instruksies bedien;
- (22) blikke, brood en ander artikels op ’n vervoerband plaas;
- (23) brandstof voorberei en na oonde dra of daarin voer;
- (24) afval en as verwyder;
- (25) kartondose en -houers verseël;
- (26) meel, chemikalieë, suiker of sout met die hand sif;
- (27) suiker strooi op bolletjies, oliebolle, ens., en strooi van papawersaad na natmaak;
- (28) eiers was, skoonmaak en kraak;
- (29) beskermende kler, ens., was;
- (30) brood, bolletjies, ens. in water of ander vloeistof natmaak;

„werktuigkundige”, ’n werknemer wat ’n geskoolde vakman of ambagsman is en ’n leertyd uitgedien het in sy bedryf;

„N.E.G.”, ’n werknemer wat nie elders genoem word nie;

„opsigter”, ’n werknemer wat toesig hou oor die bestelwabediendes van ’n inrigting.

„opsigterhulp”, ’n werknemer wat die opsigter in sy werk behulpsaam is;

„oortyd”, alle werktijd bo dié wat in subklousules (1) en (5) van klousule 7 voorgeskryf word;

„toesig”, om ’n werksaamheid te oorsien, inspekteer en instruksies te gee, sodat die persoon wat daarvoor toesig moet hou, die hele tyd persoonlik aanwesig moet wees;

„magasynmeester”, ’n werknemer wat die materiaal en/of artikels wat in ’n inrigting gebruik word vir bak, soos hierin omskryf, en/of die maak van banket, beheer, ontvang en/of intrek;

„bestelwa”, ’n diere- of meganiese voertuig wat gebruik word vir die aflewering van brood en/of banket;

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

„assistent-bestelwabediende”, ’n werknemer wat ’n bestelwabediende op sy rondes vergesel en met sy werksaamhede help, buiten die bestuur van die bestelwa;

„wag”, ’n werknemer wat persele, geboue, hekke of ander eiendom bewaak.

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

„jobber”, means an employee who is employed by the same employer as a journeyman for not more than three days in any one week;

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

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

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

„mechanic” means an employee who is a skilled tradesman or artisan and who has served an apprenticeship in the trade in which he is occupied;

„n.e.s.” means an employee not elsewhere specified;

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

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

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

„supervision” means the act to oversee, direct or inspect, necessitating the constant personal presence of the person whose duty it is to supervise in the performance of a particular operation;

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

„van” means an animal-drawn or mechanically-propelled vehicle used for the delivery of bread and/or confectionery;

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

„van salesman’s assistant” means an employee who accompanies a van salesman on his rounds and assists him in his duties, other than driving a van;

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

4. BESOLDIGING.

(1) Die minimum skale waarteen 'n werkgewer elke lid van die ondergenoemde klasse van werknemers besoldiging moet betaal, is as volg:—

	In die magistraats- distrikte Durban, Inanda en Pinetown. Per week.			In die magistraats- distrik Pieter- maritz- burg. Per week.		
	£	s.	d.	£	s.	d.
Voorman.....	8	10	0	8	10	0
Werktuigkundige.....	7	9	6	7	9	6
Ambagsman.....	6	10	0	6	10	0
Ambagsman wat uitsluitlik bruids-, ver- jaarsdag- en doopkoeke versier.....	7	0	0	7	0	0
Opsigter.....	6	10	0	6	10	0
Opsigtershulp.....	5	10	0	5	10	0
Versendingsklerk—						
By indiensneming.....	5	15	5	5	10	0
Na twee jaar diens.....	6	5	5	5	15	0
Versendingsklerkhulp—						
By indiensneming.....	3	5	0	2	4	0
Na twee jaar diens.....	3	7	6	2	6	6
Bestelwabediende—						
Meganiese voertuig—						
By indiensneming.....	4	10	0	4	10	0
Na twee jaar diens.....	5	0	0	4	15	0
Dierevoertuig—						
By indiensneming.....	4	0	0	4	0	0
Na twee jaar diens.....	4	10	0	4	5	0
Assistent-bestelwabediende—						
By indiensneming.....	1	10	0	1	8	0
Na twee jaar diens.....	1	11	0	1	9	0
Na drie jaar diens.....	1	12	0	1	10	0
Klerklike werknemer, kassier, toonbank- bediende, magasynmeester, manlik, gekwalfiseer.....	5	15	5	5	15	5
Gedurende eerste jaar ervaring.....	1	16	11	1	16	11
Gedurende tweede jaar ervaring.....	2	13	11	2	13	11
Gedurende derde jaar ervaring.....	3	9	3	3	9	3
Gedurende vierde jaar ervaring.....	4	5	5	4	5	5
Gedurende vyfde jaar ervaring.....	5	1	6	5	1	6
Na twee jaar gekwalifiseerde diens	6	5	5	6	0	5
Klerklike werknemer, kassier, magasyn- meester, vroulik, gekwalfiseer.....	3	10	0	3	10	0
Gedurende eerste jaar ervaring.....	2	0	0	2	0	0
Gedurende tweede jaar ervaring.....	2	10	0	2	10	0
Gedurende derde jaar ervaring.....	3	0	0	3	0	0
Na twee jaar gekwalifiseerde diens.	4	0	0	3	15	0
Toonbankbediende, vroulik gekwalfi- seer.....	3	10	0	3	10	0
Gedurende eerste jaar ervaring.....	1	16	11	1	16	11
Gedurende tweede jaar ervaring.....	2	6	2	2	6	2
Gedurende derde jaar ervaring.....	2	15	5	2	15	5
Gedurende vierde jaar ervaring.....	3	4	7	3	4	7
Na twee jaar gekwalifiseerde diens.	4	0	0	3	15	0
Graad I-werknemer.....	3	5	0	3	5	0
Graad II-werknemer.....	3	0	0	3	0	0
Graad III-werknemer.....	1	17	6	1	17	6
Handlanger.....	4	0	0	4	0	0
Algemene helper.....	4	0	0	4	0	0
Afleweringbediende—						
By indiensneming.....	1	12	6	1	12	6
Na twee jaar diens.....	1	13	6	1	13	6
Na drie jaar diens.....	1	14	6	1	14	6
Fabrieksklerk.....	3	5	0	3	0	0
Wag.....	2	0	0	1	15	0
Arbeider—						
By indiensneming.....	1	10	0	1	8	0
Na twee jaar diens.....	1	11	0	1	9	0
Na drie jaar diens.....	1	12	0	1	10	0
N.E.G.....	3	0	0	3	0	0

Vir die toepassing van hierdie subklousule beteken „diens” onafgebroke diens in 'n besondere graad by dieselfde werkgewer, en die dienstoelae is nie by diensbeëindiging oordraagbaar nie; met dien verstande dat aan 'n arbeider wat nagemmers verwyder, leegmaak, skoonmaak of vervang twee sjelings en ses pennies per week boonop die weekloon wat vir 'n arbeider voorgeskryf is, betaal moet word.

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

Stukwerker.—'n Stukwerker moet minstens 3s. per uur deur hom gewerk, betaal word.

(2) **Basis van kontrak.**—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 subklousule (3) en in klousule 5 (6) moet 'n werknemer ten opsigte van 'n

4. REMUNERATION.

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

	In the Magisterial Districts of Durban, Inanda and Pinetown. Per Week.			In the Magisterial District of Pieter- maritz- burg. Per Week.		
	£	s.	d.	£	s.	d.
Foreman.....	8	10	0	8	10	0
Mechanic.....	7	9	6	7	9	6
Journeyman.....	6	10	0	6	10	0
Journeyman exclusively employed in ornamenting or icing wedding cakes, birthday cakes and christening cakes	7	0	0	7	0	0
Overseer.....	6	10	0	6	10	0
Assistant overseer.....	5	10	0	5	10	0
Despatch clerk—						
On engagement.....	5	15	5	5	10	0
After two years' service.....	6	5	5	5	15	0
Assistant despatch clerk—						
On engagement.....	3	5	0	2	4	0
After two years' service.....	3	7	6	2	6	6
Van salesman—						
Mechanically-propelled vehicle—						
On engagement.....	4	10	0	4	10	0
After two years' service.....	5	0	0	4	15	0
Animal-drawn vehicle—						
On engagement.....	4	0	0	4	0	0
After two years' service.....	4	10	0	4	5	0
Van salesman's assistant—						
On engagement.....	1	10	0	1	8	0
After two years' service.....	1	11	0	1	9	0
After three years' service.....	1	12	0	1	10	0
Clerical employee, cashier, counterhand, storeman, male, qualified.....	5	15	5	5	15	5
During first year of experience.....	1	16	11	1	16	11
During second year of experience.....	2	13	11	2	13	11
During third year of experience.....	3	9	3	3	9	3
During fourth year of experience.....	4	5	5	4	5	5
During fifth year of experience.....	5	1	6	5	1	6
After two years' qualified service.....	6	5	5	6	0	5
Clerical employee, cashier, storeman, female, qualified.....	3	10	0	3	10	0
During first year of experience.....	2	0	0	2	0	0
During second year of experience.....	2	10	0	2	10	0
During third year of experience.....	3	0	0	3	0	0
After two years' qualified service.....	4	0	0	3	15	0
Counterhand, female, qualified.....	3	10	0	3	10	0
During first year of experience.....	1	16	11	1	16	11
During second year of experience.....	2	6	2	2	6	2
During third year of experience.....	2	15	5	2	15	5
During fourth year of experience.....	3	4	7	3	4	7
After two years' qualified service.....	4	0	0	3	15	0
Grade I employee.....	3	5	0	3	5	0
Grade II employee.....	3	0	0	3	0	0
Grade III employee.....	1	17	6	1	17	6
Handyman.....	4	0	0	4	0	0
General Assistant.....	4	0	0	4	0	0
Delivery employee—						
On engagement.....	1	12	6	1	12	6
After two years' service.....	1	13	6	1	13	6
After three years' service.....	1	14	6	1	14	6
Factory clerk.....	3	5	0	3	0	0
Watchman.....	2	0	0	1	15	0
Labourer—						
On engagement.....	1	10	0	1	8	0
After two years' service.....	1	11	0	1	9	0
After three years' service.....	1	12	0	1	10	0
N.e.s.....	3	0	0	3	0	0

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

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

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

Jobber.—A jobber shall be paid not less than 3s. per hour worked.

(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 sub-clause (3) and in clause 5 (6), an employee shall be paid in

week minstens die volle weekloon betaal word soos in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in subklousules (1) en (5) van klousule 7 gewerk het of nie.

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

(a) 'n hoër loon as dié vir sy eie klas; of

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

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

(i) in die geval wat in paragraaf (a) genoem word, vir elke uur teen die hoër weekloon gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word;

(ii) in die geval wat in paragraaf (b) genoem word, vir elke uur teen die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word plus dertig persent, gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word; met dien verstande dat so 'n werknemer nie vir die dag waarop hy sodanige werk verrig, op 'n groter bedrag geregtig sal wees as die bedrag wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het teen die skaal wat vir hom in subklousule (1) voorgeskryf word nie;

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

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

(a) in die geval van 'n werknemer, behalwe 'n los werknemer, minstens twee sjelings en ses pennies per week;

(b) in die geval van 'n loswerknemer, minstens ses pennies per dag;

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

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

(6) Boonop die lone wat hierin voorgeskryf word, moet elke werknemer 'n lewenskostoelae ontvang soos voorgeskryf in Oorlogmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

5. BETALING VAN BESOLDIGING.

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

Die besoldiging wat aan elke werknemer verskuldig is, moet bevat wees in 'n geslote koevert met vermelding daarop van die werkgewer en werknemer se name, die werknemer se vak, betalings vir gewone tyd, oortyd, werk op Sondag, werk op openbare vakansiedae en die bedrag van gemagtigde kortings.

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

(3) *Stukwerkers.*—'n Stukwerker of los werknemer moet by diensbeëindiging betaal word.

(4) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturrellen (Stadsgebieden) Wet, 1923, kan 'n werkgewer nie van sy werknemer vereis om van hom, of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

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

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

(a) Met toestemming van die werknemer, kortings vir verlof-, siekte-, versekerings-, voorsorg- en pensioenfondse, of vakverenigingsledesgelede;

(b) 'n *pro rata* bedrag vir die tydperk van sy afwesigheid wanneer 'n werknemer van sy werk wegbly;

(c) heffings kragtens artikel 15 van hierdie Ooreenkoms;

(d) 'n korting van elke bedrag wat 'n werkgewer kragtens 'n wet, of 'n bevel van 'n bevoegde hof, verplig of toegelaat is om af te trek;

(e) 'n korting ten opsigte van tekorte aan brood, banket of kontant waarvan die bestelwabediende nie aan die einde van sy werkdag bevredigende rekenskap kan gee nie;

respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area whether or not he has in that week worked the maximum number of ordinary hours prescribed in sub-clauses (1) and (5) of clause 7.

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

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

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

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

(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

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

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

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

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

(b) in the case of a casual employee, not less than sixpence per day;

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

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

(6) In addition to the wages herein prescribed each employee shall receive a cost of living allowance as laid down in War Measure No. 43 of 1942, as amended from time to time.

5. PAYMENT OF REMUNERATION.

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

The remuneration due to each of the employees shall be enclosed in a sealed envelope, showing on the outside the employer's and employee's names, the employee's occupation, payments for ordinary time, overtime, Sunday pay and holiday pay, and the amount of authorised deductions.

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

(3) *Jobbers.*—A jobber or casual employee shall be paid his remuneration on termination of his employment.

(4) *Board and Lodging.*—Subject to the provisions of the Natives (Urban Areas) Act, 1923, an employer shall not require his employee to board and/or lodge with him or at any place nominated by him.

(5) *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.

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

(a) With the consent of the employee, deductions for holiday, sick, insurance, provident, pension funds, or trade union subscriptions;

(b) when an employee absents himself from work a *pro rata* amount for the period of such absence;

(c) levies in terms of section 15 of this Agreement;

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

(e) a deduction of any amount in respect of shortages in bread, confectionery or cash for which the van salesman cannot satisfactorily account at the end of his day's work;

- (f) wanneer 'n werknemer toegestem het om van sy werkgever kos en/of huisvesting aan te neem, 'n korting van hoogstens die ondergenoemde bedrae—

	Per week, s. d.	Per maand, £ s. d.
(i) Kos.....	4 0	0 17 4
(ii) Huisvesting.....	2 0	0 8 8
(iii) Kos en huisvesting.....	6 0	1 6 0

6. GETALLEVERHOUDING VAN WERKNEMERS.

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

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

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

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

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

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

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

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

Vir die toepassing van hierdie klousule—

- kan 'n ongekwalifiseerde manlike klerklike werknemer wat minstens die besoldiging ontvang wat klousule 4 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskrif word, as 'n gekwalifiseerde manlike klerklike werknemer gereken word;
 - kan 'n ongekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde vroulike klerklike werknemer voorgeskrif word, as 'n gekwalifiseerde vroulike klerklike werknemer gereken word;
 - kan 'n gekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike klerklike werknemer voorgeskrif word, as 'n gekwalifiseerde manlike klerklike werknemer gereken word;
 - as die getal gekwalifiseerde manlike klerklike werknemers by 'n werkgever in diens die getal ongekwalifiseerde manlike klerklike werknemers oortref, kan die verskil as gekwalifiseerde vroulike klerklike werknemers gereken word;
 - 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n klerklike werknemer verrig, kan as 'n gekwalifiseerde manlike of vroulike klerklike werknemer gereken word.
- (8) 'n Bestelwabediende mag nie in beheer oor, of verantwoordelik vir meer as een bestelwa wees nie.
- (9) Vir die getalleverhouding soos in hierdie klousule voorgeskrif, word beskou dat 'n voorman wat met jaarlikse of siekteverlof afwesig is, op die skof teenwoordig is.

7. GEWONE WERKURE EN OORTYD.

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

(2) Vir afleweringsdoeleindes mag geen werkgever wat die baknywerheid uitoefen die inrigting verlaat en geen persoon wat daarby in diens is, verplig om dit te verlaat voor 7 vm. op Maandag, Dinsdag, Woensdag, Donderdag, Vrydag en 6 vm. op Saterdag nie.

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

(4) Geen werkgever of werknemer in die baknywerheid mag brood en/of banket voor 6 vm. op Maandag tot en met Vrydag of voor 5 vm. op Saterdag oor die toonbank verkoop of oorhandig nie.

(5) Vir alle werknemers behalwe wagte en werknemers wat in subklousule (1) van hierdie klousule genoem word, mag die gewone werkure hoogstens ses-en-veertig in 'n week van hoogstens

- (f) when an employee has agreed to board or lodge with his employer a deduction not exceeding the amount specified hereunder, shall be made:—

	Per Week, s. d.	Per Month, £ s. d.
(i) Board.....	4 0	0 17 4
(ii) Lodging.....	2 0	0 8 8
(iii) Board and lodging.....	6 0	1 6 0

6. PROPORTION OR RATIO OF EMPLOYEES.

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

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

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

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

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

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

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

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

For the purpose of this clause—

- an unqualified male clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male clerical employee may be reckoned as a qualified male clerical employee;
 - an unqualified female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified female clerical employee may be reckoned as a qualified female clerical employee;
 - a qualified female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male clerical employee may be reckoned as a qualified male clerical employee;
 - if the number of qualified male clerical employees employed by an employer exceeds the number of unqualified male clerical employees employed by him, such excess may be reckoned as qualified female clerical employees;
 - an employer who is wholly or mainly engaged in performing the work of a clerical employee may be deemed to be a qualified male or female clerical employee.
- (8) A van salesman shall not be in charge of nor responsible for more than one van.
- (9) For the purpose of the proportion or ratio of employees as provided for under this section a foreman who is away on annual leave or on sick leave shall be deemed to be present on a shift.

7. ORDINARY HOURS OF WORK AND OVERTIME.

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

(2) For the purposes of delivery, no employer engaged, and no person employed in the Baking Industry, shall leave or be required to leave the establishment before 7 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and 6 a.m. on Saturday.

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

(4) For the purposes of selling or handing over, no employer engaged and no person employed in the Baking Industry shall sell or hand over the counter any bread and/or confectionery before 6 a.m. from Monday to Friday inclusive, or before 5 a.m. on a Saturday.

(5) For all employees other than watchmen and those specified in sub-section (1) of this section, the ordinary hours of work shall not exceed forty-six in any one week of not more than

ses werkdag wees. Die gewone daaglikse werkdag van werknemers moet, met uitsondering van ononderbroke etensure, aaneenlopend wees soos bepaal in subklousule (5), en moet hoogstens die volgende wees:—

(a) In die geval van 'n fabriek wat 'n sesdaagse week werk—

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

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

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

(6) *Etensonderbrekings*.—Geen werkgewer mag 'n werknemer, buiten 'n bestelwabediende, assistent-bestelwabediende, afleweringsbediende, algemene helper of arbeider wat rantsoene kook, verplig of toelaat om meer as vyf uur aaneenlopend sonder 'n onderbreking van minstens een uur, waarin nie gewerk mag word, te werk nie, en so 'n onderbreking word nie as deel van die gewone werkdag of oortyd gereken nie; met dien verstande dat—

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

(7) Ondanks die bepaling van subklousules (1) en (5) kan 'n werkgewer van 'n werknemer vereis om vir altesame tien uur in 'n week oortyd te werk, onderworpe aan 'n verlenging van hierdie ure, wat deur die Raad toegestaan kan word; met dien verstande dat 'n vroulike werknemer nie verplig of toegelaat kan word om—

- (i) tussen 6 nm. en 6 vm.; of
- (ii) op meer as vyf dae in 'n week na 1 nm. te werk nie; voorts met dien verstande dat geen vroulike werknemer verplig of toegelaat kan word om—

- (i) meer as twee uur oortyd op 'n dag;
- (ii) op meer as drie agtereenvolgende dae oortyd; of
- (iii) op meer as sestig dae in 'n jaar oortyd te werk nie, tensy die werkgewer haar—

- (a) voor 12 uur middag daarvan in kennis gestel het; en
- (b) 'n voldoende maaltyd verskaf het voordat sy met oortyd moet begin; of

- (c) betyds 'n toelae van minstens twee sjielings betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

(8) *Betaling vir oortyd*.—'n Werkgewer moet sy werknemer vir alle oortyd betaal teen minstens een-en-een-derde maal sy gewone loon; met dien verstande dat indien in 'n week oortyd bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, dié basis aangeneem moet word wat die grootste bedrag aan oortyd vir die week gee.

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

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

(11) Bestuurders, voormanne en werknemers in verantwoordelike betrekkinge wat 'n basiese salaris van minstens £612 per jaar ontvang, is vrygestel van subklousules (7) en (8) van hierdie klousule; met dien verstande dat hulle nie meer as 10 uur oortyd per week moet werk nie.

8. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

- (a) In die geval van 'n wag, drie agtereenvolgende weke verlof;
- (b) in die geval van elke ander werknemer, twee agtereenvolgende weke verlof;

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

(2) Behoudens soos bepaal in subklousule (6) van hierdie klousule, moet die verlof waarop 'n werknemer kragtens subklousule (1) geregtig is, toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat wanneer sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.

six working days. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals, as set out in sub-section (5), and shall not exceed—

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

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

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

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

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

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

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

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

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

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

unless the employer has—

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

(8) *Payment for Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and a third times his ordinary 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 the week shall be adopted.

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

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

(11) Managers, foremen and employees holding responsible positions who receive a basic salary of not less than £612 per annum are exempt from the provisions of sub-sections (7) and (8) of this clause, provided that such persons are not required to work more than ten hours overtime per week.

8. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

- (a) in the case of a watchman, three consecutive weeks' leave;
- (b) in the case of every other employee, two consecutive weeks' leave;

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

(2) Subject to the provisions of sub-clause (6) of this section, the leave to which an employee is entitled in terms of sub-section (1) shall be granted at a time to be fixed by the employer, provided that, 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.

(3) 'n Werknemer wat in 'n diensjaar by dieselfde werkgever een maand diens voltooi het en wie se kontrak eindig voordat sodanige diensjaar voltooi is, moet by beëindiging vir elke week diens minstens die weeklikse besoldiging wat hy ontvang het gedeel deur ses-en-twintig, betaal word.

(4) 'n Werknemer wat op verlof kragtens subklousule (1) geregtig geword het en wie se diens eindig voordat sodanige verlof toegestaan is, moet by beëindiging van die diens in plaas van sodanige verlof, minstens dubbel die weeklikse besoldiging wat hy onmiddellik voor sodanige beëindiging ontvang het, betaal word.

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

(6) 'n Werkgever en sy werknemer, behalwe 'n voorman, ambagsman, opsigter, magasynmeester, bestelwabediende, klerklike werknemer, toonbankbediende en fabrieksklerk, kan skriftelik ooreenkom om die jaarlikse verlof oor 'n tydperk van hoogstens twee agtereenvolgende jare te laat ooploop.

(7) As 'n werknemer, buiten 'n wag, verplig of toegelaat word om op Sondag te werk, moet sy werkgever hom of—

(a) minstens dubbel die besoldiging wat ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaal wanner geen ander dag ter vervanging toegestaan word nie; of

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

Vir die toepassing van hierdie subklousule beteken die woord „dag” 'n aaneenlopende tydperk van minstens 30 uur.

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

(b) Wanneer 'n werknemer, behalwe 'n wag, op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom ten opsigte van die totale tydperk op daardie dag gewerk, bo en behalwe die besoldiging waarop hy geregtig is as hy nie aldus gewerk het nie, minstens sy gewone besoldiging betaal.

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

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

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

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

- (i) met verlof kragtens subklousule (1) afwesig is; of
- (ii) vredestrydopleiding kragtens die Zuid Afrika Verdedigings Wet ondergaan; of
- (iii) op las of op versoek van die werkgever van sy werk afwesig is; of
- (iv) weens siekte van sy werk afwesig is vir 'n tydperk of tydperke wat tesame hoogstens 30 dae gedurende 'n tydperk van 12 maande diens bedra.

(c) Daar word beskou dat diens begin van—

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

(11) Bestuurders, voormanne en werknemers in verantwoordelike betrekkinge wat 'n basiese salaris van minstens £612 per jaar ontvang, is vrygestel van subklousules (7) en (8) van hierdie klousule; met dien verstande dat hulle nie meer as 10 uur oortyd per week moet werk nie.

9. BEKWAAMHEIDCERTIFIKAAT.

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

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

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

10. ONGEORLOOFDE INDIENSNEMING.

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

(3) An employee who in any one year of employment with the same employer has completed one month's employment and whose contract of employment terminates before the completion of such year of employment shall, upon such termination, be paid in respect of each week of employment an amount not less than the weekly remuneration he was receiving, divided by twenty-six.

(4) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose employment terminates before such leave has been granted, shall, upon termination of employment, be paid an amount not less than double the weekly remuneration he was receiving immediately prior to such termination in lieu of such leave.

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

(6) An employer and his employee other than a foreman, journeyman, overseer, storeman, van salesman, clerical employee, counterhand, and factory clerk, may agree in writing that annual leave be calculated over a period of employment for not more than two consecutive years.

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

(a) pay the employee, where no other day is substituted, not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day; or

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

For the purposes of this sub-section the word “day” shall mean a consecutive period of not less than 30 hours.

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

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

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

(10) For the purposes of this clause—

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

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

- (i) is on leave in terms of sub-section (1); or
- (ii) undergoes peace training under the South Africa Defence Act; or
- (iii) is absent from work on the instructions or at the request of the employer; or
- (iv) is absent from work owing to illness for a period or periods amounting in the aggregate to not more than 30 days during any period of 12 months' service;

(c) employment shall be deemed to commence from—

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

(11) Managers, foremen and employees holding responsible positions who receive a basic salary of not less than £612 per annum are exempt from the provisions of sub-sections (7) and (8) of this clause, provided that such persons are not required to work more than ten hours overtime per week.

9. CERTIFICATE OF COMPETENCY.

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

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

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

10. UNAUTHORISED EMPLOYMENT OF PERSONS.

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

(2) Wat ook al in hierdie Ooreenkoms voorkom, stel geen verbod op die indiensneming van 'n werknemer vir enige klas werk of op enige voorwaarde, die werkgewer vry van die verpligting om voort te gaan om die loon te betaal en die diensvoorwaardes in ag te neem asof die indiensneming nie verbode is nie.

11. VERBOD OP INDIENSNEMING IN SEKERE GEVALLE.

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

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

12. DIENSSERTIFIKAAT.

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

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer by die week (behalwe 'n stukwerker of los werknemer), of sy werkgewer moet minstens een week opsegging vir beëindiging van die dienskontrak gee, of 'n werkgewer kan die dienskontrak sonder opsegging beëindig deur die werknemer, in plaas van hom 'n week opsegging te gee, minstens die weekloon te betaal wat hy onmiddellik voor sodanige beëindiging ontvang het; met dien verstande dat dit nie op onderstaande inbreuk maak nie:—

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

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

(3) Die diensopsegging wat in subklousule (1) genoem word, moet ingaan op die gewone betaaldag van die werknemer in die inrigting en mag nie met jaarlikse verlof of siekteverlof saamval nie.

14. SIEKTEVERLOF.

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

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

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

15. VRYSTELLINGS.

(1) Die Raad kan weens goeie en voldoende rede vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van die persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn waarvoor dit van krag sal wees, vasstel; met dien verstande dat die Raad 'n vrystelling kan herroep, of die termyn waarvoor dit verleen is, verstryk het of nie en voorts met dien verstande dat aan die betrokke persoon een week skriftelike kennisgewing gegee is.

(2) Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

11. PROHIBITION OF EMPLOYMENT IN CERTAIN CASES.

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

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

12. CERTIFICATE OF SERVICE.

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) A weekly employee, other than a jobber or a casual employee, or his employer, shall give not less than one week's notice of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying the employee, in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination. Provided that this shall not affect—

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

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

(3) The notice referred to in sub-clause (1) shall take effect from the usual pay day of the employee in the establishment and shall not run concurrently with annual leave or sick leave.

14. SICK LEAVE.

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

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

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

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

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

15. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

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

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

- (i) die volle naam van die betrokke persoon;
 - (ii) die bepaling van die ooreenkoms waarvan vrystelling verleen word;
 - (iii) die voorwaardes waarop vrystelling verleen word; en
 - (iv) die termyn waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word 'n afskrif hou, 'n afskrif aan die Afdelingspekteur, Departement van Arbeid, Durban, stuur;
 - (c) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

16. UITGAWES VAN DIE RAAD.

Om te voorsien in die uitgawes van die Raad, moet elke werkgever—

- (a) van die verdienste van elkeen van sy werknemers (behalwe vakleerlinge) vir wie in hierdie Ooreenkoms minimum lone van minder as £2 voorgeskryf word, 2d. per week aftrek; vir wie in hierdie Ooreenkoms minimum lone van meer as £2 en minder as £3 voorgeskryf word, 4d. per week aftrek; en vir wie in hierdie Ooreenkoms minimum lone van meer as £3 per week voorgeskryf word, 6d. per week aftrek; en
- (b) by die bedrag wat kragtens paragraaf (a) afgetrek word, 'n gelyke bedrag voeg en die totale bedrag voor of op die 6de dag van elke maand aan die Sekretaris van die Raad opstuur.

17. VERTONING VAN OOREENKOMS.

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

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

19. VERTOLKING VAN OOREENKOMS.

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

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

20. AGENTE.

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

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

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

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

21. UNIFORMS.

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

22. KENNISGEWINGS.

Elke werkgever wat brood en/of banket vervoer, moet op alle voertuie, met inbegrip van fietse en driewielers, wat vir dié doel gebruik word, duidelik sy volle naam vertoon.

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

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

(4) The Secretary of the Council shall—

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

16. EXPENSES OF THE COUNCIL.

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

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

17. EXHIBITION OF AGREEMENT.

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

19. INTERPRETATION OF AGREEMENT.

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

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

20. AGENTS.

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

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

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

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

21. UNIFORMS.

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

22. NOTICE.

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

23. VAKVERENIGINGLEDIGELD.

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

Namens die partye in Durban onderteken, op hede die 4de dag van Junie 1952.

W. W. NOTHARD,
Voorsitter van die Raad.
ALEX BRYCE,
Ondervoorsitter van die Raad,
P. H. THOMAS,
Sekretaris van die Raad.

AANHANGSEL A.

No. van sertifikaat

DIENSSERTIFIKAAT.

(Uitgereik kragtens klousule 9 van die Nywerheidsraadooreenkoms, gepubliseer by Goewermentskennisgewing No. _____ van _____ 1946.)

Naam van nywerheid

Naam en adres van firma

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

- (1) Werknemer se volle naam
- (2) Adres
- (3) Geslag
- (4) Ouderdom
- (5) Vak
- (6) Skaal van loon betaalbaar op datum van uitdienstreding
- (7) Datum van indienstreding by my
- (8) Datum van uitdienstreding by my
- (9) No. van sertifikaat wat deur vorige werkgewer uitgereik is

Gedateer op _____, hede, die _____ dag van _____ 19____

Werkgewer se handtekening.

L.W.—Die duplikaat van hierdie sertifikaat moet deur die werkgewer behou word.

AANHANGSEL B.

BEKWAAMHEIDSERTIFIKAAT.

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

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

Sekretaris.

Datum _____

* No. 554.] [13 Maart 1953.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BAK- EN-/OF BANKETBAKNYWERHEID, DURBAN PIETERMARITZBURG, INANDA EN PINETOWN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die Ooreenkoms en kennisgewing in verband met die Bak- en/of Banketbaknywerheid, bekendgemaak by Goewermentskennisgewing No. 553 van 13 Maart 1953 vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

23. TRADE UNION SUBSCRIPTIONS.

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

Signed for and on behalf of the parties at Durban, this 4th day of June, 1952.

W. W. NOTHARD,
Chairman of the Council.
ALEX BRYCE,
Vice-Chairman of the Council.
P. H. THOMAS,
Secretary of the Council.

ANNEXURE A.

No. of Certificate

CERTIFICATE OF SERVICE.

(Issued in terms of section 9 of the Industrial Council Agreement published under Government Notice No. _____ dated _____ 1946.)

Name of Industry

Name and Address of Firm

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

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

Dated at _____ this _____ day of _____ 19____

Signature of Employer.

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

ANNEXURE B.

CERTIFICATE OF COMPETENCY.

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

employed by

is fully competent to undertake the duties of _____

Secretary.

Date _____

* No. 554.] [13 March 1953.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

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

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 Agreement and notice relating to the Baking and/or Confectionery Industry published under Government Notice No. 553 of the 13th March, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provision of the said Act.

B. J. SCHOEMAN,
Minister of Labour.