



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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*Alle Proklamasies, Goewerments- 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.*

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 609.] [20 Maart 1953.

NYWERHEID-VERSOENINGSWET, 1937.

LEKKERGOEDNYWERHEID, JOHANNESBURG.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Lekkergoednywerheid betrekking het, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 31ste dag van Januarie 1954 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 14, 16, 17 en 21 tot en met 24 van genoemde Ooreenkoms, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 31ste dag van Januarie 1954 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid, in die Magistraatsdistrik Johannesburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 14, 16, 17 en 21 tot en met 24 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 31ste dag van Januarie 1954 eindig, in die Magistraatsdistrik Johannesburg *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskeywing 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. 609.] [20 March 1953.

INDUSTRIAL CONCILIATION ACT, 1937.

SWEETMAKING INDUSTRY, JOHANNESBURG.

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 Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st day of January, 1954, upon the employers' organization and the 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 14 (inclusive), 16, 17 and 21 to 24 (inclusive), of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st day of January, 1954, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of Johannesburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending the 31st day of January, 1954, the provisions contained in clauses 1, 3 to 14 (inclusive), 16, 17 and 21 to 24 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

OOREENKOMS

kragtens die Nywerheid-versoeningswet, 1937, gesluit deur die „Sweet Industries Association (Transvaal)“

(hierna die „werkgewers“, of die „werkgewersvereniging genoem“), aan die een kant, en die

„Sweet Workers' Union“

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

wat die partye is by die Nywerheidsraad vir die Lekkergoed-nywerheid (Johannesburg).

1. TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word deur alle lede van die werkgewersvereniging wat die Lekkergoednywerheid uitoefen in die magistraatsdistrik Johannesburg en deur alle lede van die vakvereniging wat werknemers in die nywerheid is, buiten administratiewe en klerklike werknemers; met dien verstande dat versendingsklerke, assistentversendingsklerke, magasynmeesters en assistent-magasynmeesters nie uitgesluit word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word kragtens artikel agt-en-veertig van die Wet en bly van krag tot 31 Januarie 1954.

3. WOORDBEPALINGS.

(1) Alle uitdrukkings wat nie in hierdie Ooreenkoms omskryf word nie, het dieselfde betekenis as in die Nywerheid-versoeningswet, 1937; verwysings na 'n wet sluit wysings van daardie wet in en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in, voorts, tensy dit in stryd is met die samehang, beteken—

„ketelbediener“, 'n werknemer wat 'n stoomketel stook en die waterstand en die stoomdruk op peil hou;

„los arbeider“, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

„sjokolademaker“, 'n werknemer wat in diens is vir en verantwoordelik is vir die maak van sjokolade (bedekking) van die vermenging en rooster van die boontjies totdat die sjokolade gereed is of getemper, gevorm, gegiet en gebruik te word vir indoop of bedekking of ander verwerking en wat regstreeks aan die voorman verantwoordelik is;

„sjokolademaker, gekwalifiseer“, 'n sjokolademaker met minstens vyf (5) jaar ervaring;

„sjokolademaker, ongekwalifiseer“, 'n sjokolademaker met minder as vyf (5) jaar ervaring;

„kleedkamerbediende“, 'n werknemer in beheer oor 'n kleedkamer waarin 'n werknemer kan verkleed of sy klerke lê of sluitkassies, waarin hy sy besittings kan lê;

„lettersetter“, 'n werknemer wat 'n lettersettermasjien bedien, uitgesonderd 'n etiketordrukmasjien, en/of letters, blokke, clichés en/of ander nodige materiale in posisie plaas of rangskik vir druk- of reliëfwerk, of maak van rubberstempels daarvan en/of die distribueer van die materiaal na gebruik;

„versendingsklerk“, 'n werknemer wat klerklike werk verrig, wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toegesig hou oor die verpakking afweeg en/of bymekaarmaak van die goedere, die natel van pakkette en die adresseer daarvan;

„assistent versendingsklerk“, 'n werknemer wat een of meer van die werksaamhede wat in die woordbepaling „versendingsklerk“ genoem word, onder toesig van 'n versendingsklerk verrig en wat in sy afwesigheid vir hom kan waarneem;

„ervaring“, met betrekking tot 'n lekkergoedmaker, sjokolademaker handelsreisiger of algemene werker, die totale tydperk of tydperke van 'n werknemer se diens in die hoedanigheid in die nywerheid soos omskryf; met dien verstande dat in die geval van 'n lekkergoedmaker of sjokolademaker met ervaring as algemene werker, elke ses maande van die ervaring gelykstaande met drie maande ervaring as lekkergoed en sjokolademaker; met dien verstande verder dat ervaring as algemene werker nie as meer as twaalf maande ervaring altesaam as lekkergoed- en sjokolademaker kan tel nie;

„voorman“, 'n werknemer in beheer van die werknemers in 'n inrigting of afdeling van 'n inrigting wat kontrole uitoefen oor werknemers en verantwoordelik is vir die doeltreffende verrigting van hul werk;

„assistent-voorman“, 'n werknemer wat 'n voorman met sy werk behulpsaam is en wat in sy afwesigheid vir hom kan waarneem;

„voorvrou“, 'n vroulike werknemer wat onder toesig van 'n voorman of assistent-voorman in beheer is van die algemene werkers in 'n inrigting of afdeling van 'n inrigting en verantwoordelik is vir die doeltreffende verrigting van hul werk;

SCHEDULE.

AGREEMENT

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

Sweet Industries Association (Transvaal)

(hereinafter referred to as the “employers” or “the association”), on the one part, and the

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweetmaking Industry (Johannesburg).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all members of the association engaged in the Sweetmaking Industry in the Magisterial District of Johannesburg, and by all members of the union who are employees and who are employed in the Industry, but excluding administrative and clerical employees; provided however that such exclusion shall not apply to despatch clerks, assistant despatch clerks, storemen and assistant storemen.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as maybe specified by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force until the 31st January, 1954.

3. DEFINITIONS.

(1) Any expression not defined in this Agreement shall have the same meaning as assigned to it in the Industrial Conciliation Act, 1937, and any reference to an Act shall include any amendments of such Act; and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

“boiler attendant” means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;

“casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;

“chocolate maker” means an employee who is engaged in and is responsible for the making of chocolate (coverture) from the commencement of the blending and roasting of the beans until the chocolate is ready to be temporated, formed, poured, used for dipping or coating or otherwise fabricated, and is directly responsible to the foreman;

“chocolate maker, qualified,” means a chocolate maker who has had not less than five (5) years' experience;

“chocolate maker, unqualified,” means a chocolate maker who has had less than five (5) years' experience;

“cloakroom attendant” means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;

“compositor” means an employee engaged in operating a typesetting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates, and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;

“despatch clerk” means an employee who is engaged in clerical duties and who is also responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;

“despatch clerk assistant” means an employee who, under the supervision of a despatch clerk is engaged in performing one or more of the operations referred to in the definition of a “despatch clerk”, and who may act for him in his absence;

“establishment” means any premises on which the Sweetmaking Industry is carried on and which are registrable under the Factories, Machinery and Building Work Act, 1941;

“experience” means, in relation to a sweetmaker, chocolate maker, traveller or general worker, the total period or periods of employment which an employee has had as a sweetmaker, chocolate maker, traveller or general worker respectively in the Industry as defined; provided that in the case of a sweetmaker and chocolate maker who has experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months' experience as a sweetmaker and chocolate maker; provided further that experience as a general worker shall not be deemed to be experience as a sweetmaker and chocolate maker for longer than twelve months in the aggregate;

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

“foreman, assistant,” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;

“forewoman” means a female employee who, under the supervision of a foreman or assistant foreman, is in charge of the general workers in an establishment or in a department of an establishment and who is responsible for the efficient performance by them of their duties;

„assistent-voortvrou”, ’n vroulike werknemer wat ’n voortvrou met haar werk behulpsaam is en wat in haar afwesigheid vir haar kan waarneem;

„algemene werker”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) grondstowwe, neut en kakaoboontjies skoonmaak en/of sorteer maar nit vreemde stowwe verwyder soos in „arbeider” (m) omskryf nie;
- (b) kakaoboontjies, neut, vrugte of ander grondstowwe rooster of kook sonder verantwoordelikheid vir die graad van rooster of kook, maar wat toegelaat kan word om ’n termometer af te lees en/of roostermasjiene te bedien volgens ’n vasgestelde tyd;
- (c) sjokoladeketel of tempermasjiene voer en leegmaak;
- (d) alle kragmasjiene bedien;
- (e) kieme uit kakaoboontjies wan en/of verwyder;
- (f) neut of vrugte dop, pitte uithaal, skil of droog;
- (g) vrugte of ander grondstowwe op maat fynmaak of sny;
- (h) bestanddele afweeg;
- (i) klaarvermengde smaakmiddels giet;
- (j) alle vormwerk, fatsoeneer, uitgiet, opsit en uit vorms verwyder met uitsondering van lekkergoed verwyder uit stysel en/of rubbervorms;
- (k) deeg, pap of ander suikerpreparate en/of sjokolade laat vloei, kristalliseer, trek, rol, sny en stamp;
- (l) inkoop en bedek;
- (m) vrugte, neut en ander eetbare grondstowwe in lekkergoedpreparate verwerk en/of opsit;
- (n) kartondose maak;
- (o) klaargemaakte goedere verpak, behalwe verpakte artikels vir vervoer in houers stort of plaas;
- (p) etiketteer, buiten klaargeadresseerde etikette vir versending aanheg en/of toedraai van enige aard;
- (q) bestelling opmaak en natel;
- (r) bereiding of vermenging, behalwe in werksaamhede wat in die woordbepaling van „arbeider” inbegrepe is;
- (s) duie en houtkiste inmeekaarsit en herstel;
- (t) stroop maak onder toesig van ’n lekkergoedmaker, en stroop by draaipan voeg;
- (u) onderhouer help;
- (v) oorpakke, handdoeke, ens., was, stryk, pers en merk;
- (w) sjokoladebedekker voer en daarvan afneem;
- (x) werknemers wat nie spesifiek elders genoem word nie;
- (y) voertuie bestuur mits slegs passassiers vervoer word en met uitsondering bestuur vir ’n handelsreisiger en/of sy monsters;
- (z) kantienkok en/of opsigter;

„algemene werker, gekwalifiseer”, ’n algemene werker met minstens agtien maande ervaring;

„algemene werker, ongekwalifiseer”, ’n algemene werker met minder as agtien maande ervaring;

„groepleier, of spanopsigter”, ’n vroulike werknemer wat onder toesig van ’n voorman, assistent-voorman, voortvrou of assistent-voortvrou in beheer is en toesig hou oor die werk van ’n groep of afdeling algemene werkers;

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

- (a) Goedere, materiale, gerei, installasie, masjinerie, gereedskap, of ander artikels leegmaak en/of vul (in groot-maathoeveelhede), dra, optel, verplaas of stapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne dose, vorms, blikkies, meubels of gerei skoonmaak of was;
- (c) vure maak en aan die brand hou;
- (d) afval verwyder;
- (e) briewe, boodskappe of goedere aflewer te voet of met ’n fiets, driewieler of handvoetui;
- (f) laai of aflaai;
- (g) kiste, bale of pakkette vir vervoer toemaak, merk, klaargeadresseerde etikette aanheg en sjabloneer;
- (h) bakke, stysel, klapper, vermicelli en soortgelyke stowwe met die hand vul, gelykmaak of leegmaak en lekkergoed uithaal uit die rubbervorms of bakke waarin hulle gevorm is, met die hand sif;
- (i) suiker of ander bestanddele in stroom- of ander panne roer, behalwe lees van termometers of reguleer van stroomdruk;
- (j) klaar of spesiaal gemaakte diffelkartonhouers inmeekaarsit;
- (k) raffineerders, roostermasjiene, wanmasjiene, maal- en mengmasjiene, draaipanne, vormmasjiene vul en leegmaak, maar nie die masjiene bedien nie;
- (l) rantsoene kook of tee of soortgelyke drankie maak of aan werknemers bedien;
- (m) vreemde stowwe met die hand uit neut en/of kakaoboontjies en ander grondstowwe verwyder buiten deur te was;
- (n) stysel aan „buck” -masjiene voer;
- (o) bestanddele afweeg, of afmeet op ’n gestelde skaal, of met ’n vaste maat;
- (p) verpakte artikels vir versending in houers stort of plaas;

„forewoman assistant” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;

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

- (a) Cleaning and/or sorting raw materials, nuts and cocoa beans, other than removing foreign matter as defined under “labourer heading (m)”;
- (b) roasting or boiling cocoa beans, nuts fruit or other raw materials without responsibility for the degree of the roasting or boiling but who may be permitted to read a thermometer and/or operate a roasting machine according to a given fixed time;
- (c) feeding into and emptying chocolate kettle or tempering machine;
- (d) operating all power-driven machines;
- (e) winnowing and/or removing germ from cocoa beans;
- (f) shelling, stoning, peeling or drying nuts or fruit;
- (g) crushing or cutting to size fruits or other raw materials;
- (h) weighing;
- (i) pouring ready mixed flavours;
- (j) all moulding, shaping, pouring, depositing and demoulding with the exception of removing sweets from starch trays and/or rubber moulds;
- (k) running crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (l) dipping and coating;
- (m) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (n) cardboard box making;
- (o) packing of manufactured goods other than dumping or depositing packed articles for despatch into containers;
- (p) labelling, other than affixing ready addressed labels for despatch, and/or wrapping of any nature whatsoever;
- (q) assembling and checking orders;
- (r) preparing or mixing other than in operations included in the definition of “labourer”;
- (s) assembling and repairing shooks and wooden boxes;
- (t) syrup making, under the supervision of a sweetmaker, adding syrup to revolving pans;
- (u) assisting a maintenance man;
- (v) washing, ironing, pressing and marking overalls, towels, etc.;
- (w) feeding on to and removing from chocolate enrober;
- (x) employees not specifically referred to elsewhere;
- (y) chauffeuring, provided passengers only are conveyed but excluding driving a traveller and/or his samples;
- (z) canteen cook and/or canteen supervisor.

„general worker, qualified” means a general worker who has had not less than eighteen months’ experience;

„general worker, unqualified” means a general worker who has had less than eighteen months’ experience;

„group leader or team supervisor” means a female employee who, under the supervision of a foreman or assistant foreman, forewoman, or assistant forewoman, is in charge of and supervises the work of a group or section of general workers;

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

- (a) Emptying and/or filling (in bulk quantities), carrying, lifting, moving or stacking goods, materials, utensils, plant, machinery, tools or other articles;
- (b) cleaning or washing premises, vehicles, animals, machinery, trays, pans, boxes, moulds, tins, furniture or utensils;
- (c) making or maintaining fires;
- (d) removing refuse;
- (e) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (f) loading and unloading;
- (g) closing, marking, affixing ready addressed labels to and stencilling boxes, bales or packages for despatch;
- (h) filling, levelling and emptying trays containing starch, coconut, vermicelli or similar materials by hand and removing sweets from the trays in which they have been moulded and/or rubber moulds-sieving by hand;
- (i) stirring sugar or other ingredients in steam or other pans excluding reading thermometers or regulating steam pressure;
- (j) assembling ready made or specially prepared corrugated cardboard containers;
- (k) filling and emptying refiners, roasting machines, winnowing machines, mills, mixers, revolving pans and moulding machines but not operating such machines;
- (l) cooking rations or making tea or similar beverages, or serving tea or other refreshments to employees;
- (m) removing foreign matter from nuts and/or cocoa beans and other raw materials by hand other than by washing;
- (n) feeding starch into “Buck” machines;
- (o) weighing or measuring ingredients to a set scale or measure;
- (p) dumping, or depositing packed articles for despatch into containers;

- (g) masjinerie en installasie, behalwe motorvoertuie, olie en smeer;
- (r) lekkergoed en/of ander materiale aan vervoerbande, behalwe sjokoladebedekker, voer en daarvan afneem;
- (s) met 'n lugblaser stysel van lekkergoed afblaas;
- (t) stysel met die hand gelykmaak;
- (u) klaargemaakte lekkergoed, behalwe sjokolade, met die hand opbreek, losmaak en afskei;
- (v) klaargemaakte lekkergoed met die hand met droë stowwe soos suiker, non-pareils, klapper of ander stowwe wat vir dié doel gebruik word, bestrooi;
- (w) kiste, bale, of pakkette toemaak en merk;
- (x) etikette met 'n rubbertjap stempel;
- (y) die slinger van 'n handmasjien en/of hystoestel draai; maar nie voer nie;
- (z) kampongs, latrines, stalle, buitegeboue en dergelike bouwerke witkalk;
- (aa) tuinmaak (d.w.s. onder toesig plant, spit, breek of natgooi of tuingrond of -materiaal strooi of meng, heinings snoei of tuinpaai vee of skoonmaak);
- (bb) pluimvee pluk, vrugte of groente skoonmaak, skil en/of sny en brood rooster;
- (cc) kos, tee of dergelike drankie aan werknemers en/of werkgewers bedien in die personeelkantien, teekamer, kafeteria of kantoor;
- (dd) kos, tee of dergelike drankie, gerei of ander artikels na werkgewers en/of werknemers in 'n personeelkantien, teekamer of kafeteria of kantoor aandra;
- „onderhouer”, 'n werknemer behalwe 'n werktuigkundige wat masjinerie, installasie, meubels of ander uitrusting in goeie toestand onderhou;
- „werktuigkundige”, 'n geskoolde vakman of ambagsman; „motorvoertuig”, 'n gelisensieerde meganiese voertuig wat gebruik word vir die vervoer van goedere, behalwe 'n handelsreisiger se monsters of vir die vervoer van 'n handelsreisiger; „motorvoertuigbestuurder”, 'n werknemer wat 'n motorvoertuig bestuur vir die vervoer, aflewering en/of verspreiding van goedere en/of vervaardigde artikels en/of grondstowwe, buiten 'n handelsreisiger en sy monsters. Vir die toepassing van hierdie woordbepaling sluit „'n motorvoertuig bestuur” alle tydperke in wat bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;
- „'n masjien bedien”, die versorging, aansit en stop van die masjien;
- „degelpersdrukker”, 'n werknemer wat in staat is om 'n degelpers gereed te maak en daarop te druk (behalwe 'n degelpers met outomatiese voerder, groter as 10 duim by 15 duim, of 'n etiketoordrukmasjien) met inbegrip van toesluit van vorms in die masjienbed;
- „besoldiging”, die loon plus lewenskostoelae plus langdienstoelae wat aan 'n werknemer verskuldig is kragtens klousule 4 (1), (2) en (3);
- „magasynmeester”, 'n werknemer in algemene beheer van voorrade of afgewerkte produkte, wat verantwoordelik is vir die ontvang, bêre, verpak of uitpak van goedere in 'n magasyn of pakhuis en/of die aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings van 'n inrigting, of vir versending;
- „assistent-magasynmeester”, 'n werknemer wat onder toesig van 'n magasynmeester; een of meer van die werksaamhede verrig wat in die woordbepaling „magasynmeester” genoem word, en wat in sy afwesigheid vir hom kan waarneem;
- „lekkergoedmaker”, 'n werknemer wat in diens is vir en verantwoordelik is vir die maak van lekkergoed van die tyd wat die bestanddele vir die eerste maal na die meng-, kook- of draaipanne gebring word totdat die lekkergoed gereed is om gesny, gefatsoeneer, gepoeier, toegedraai, of andersins verwerk te word, of pangoedere gereed is om uit die pan gehaal te word, en wat die mate van rooster, kook, kleur, smaak en ander faktore bepaal, masjiene en stempels stel, algemene toesig hou en regstreeks aan die voorman verantwoordelik is;
- „lekkergoedmaker, gekwalifiseer”, 'n lekkergoedmaker met minstens vyf (5) jaar ervaring;
- „lekkergoedmaker, ongekwalifiseer”, 'n lekkergoedmaker met minder as vyf (5) jaar ervaring;
- „lekkergoednywerheid”, sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die vervaardiging van lekkergoed in inrigtings wat geregistreer moet wees kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en sluit in:—
- (a) die vervaardiging van alle handelsware of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit gedoen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed uitoefen; en
- (b) alle werksaamhede wat behoort by of die gevolg is van die vervaardiging van lekkergoed of die bestanddele wat gedoen word deur enige van die werkgewers van daardie werknemers;
- „handelsreisiger”, 'n werknemer wat buite die inrigting van sy werknemers bestellings werf;
- „handelsreisiger, gekwalifiseer”, 'n handelsreisiger met minstens vier (4) jaar ervaring;

- (g) oiling and greasing machinery and plant, other than motor vehicles;
- (r) feeding onto and taking off sweets and/or other materials from conveyor belts other than chocolate enrober;
- (s) blowing off starch from sweets by means of air blower;
- (t) levelling starch by hand;
- (u) breaking, loosening and separating completed sweets (other than chocolates) by hand;
- (v) sanding by hand completed sweets with dry materials such as sugar, non-pareils, coconut or any other material used for this purpose;
- (w) closing or marking or opening boxes, bales or packages;
- (x) stamping labels with rubber stamp;
- (y) turning handle of a hand-operated machine (other than feeding) and/or hoist;
- (z) lime washing compounds, latrines, stables, outbuildings and similar structures;
- (aa) gardening work (that is planting under supervision, digging, breaking or watering or spreading or mixing garden soils or materials, or trimming hedges, or cleaning or sweeping garden paths or roads);
- (bb) plucking poultry, cleaning, peeling and/or cutting up fruit or vegetables and making toast;
- (cc) serving foodstuffs, tea or similar beverages to employees and/or employers in the staff canteen, tea room or cafeteria, or office;
- (dd) carrying foodstuffs, tea or similar beverages, utensils or other articles to employers and/or employees in a staff canteen, tea room or cafeteria, or office;
- „maintenance man” means an employee other than a mechanic, engaged in keeping in repair machinery, plant, furniture or other equipment;
- „mechanic” means a skilled tradesman or artisan;
- „motor vehicle” means any mechanically propelled licensed vehicle used for the conveyance of goods, other than travellers' samples or for the transport of a traveller;
- „motor vehicle driver” means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials, excluding a traveller and his samples, and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- „operating a machine” includes tending, starting or stopping the machine;
- „platen pressmen” means an employee who is able to make ready and print work on a platen machine (other than a platen machine with automatic feed, larger than 10 inches by 15 inches, or a label overprinting machine) including locking up forms in the machine chase;
- „remuneration” means the wage plus cost of living allowance plus long service allowance due to an employee in terms of clause 4 (1), (2) and (3);
- „storeman” means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;
- „storeman, assistant,” means an employee, who under the supervision of a storeman is engaged in performing one or more of the operations referred to in the definition of „a storeman” and who may act for him in his absence;
- „sweetmaker” means an employee who is engaged in and is responsible for the making of sweets from the time when the ingredients are first brought to the mixing or cooking vessels or revolving pans until the sweet mass is ready to be cut, shaped, sized, wrapped or otherwise fabricated, or pan goods are ready to be removed from the pan, who decides the degree of the roast or boil, the colouring, flavouring and other material used, setting of machines and dies and generally supervising and is directly responsible to the foreman;
- „sweetmaker, qualified,” means a sweetmaker who has had not less than five (5) years' experience;
- „sweetmaker, unqualified,” means a sweetmaker who has had less than five (5) years' experience;
- „Sweetmaking Industry” means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets, in establishments which are registered under the Factories, Machinery and Building Work Act, 1941, and includes—
- (a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
- (b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;
- „traveller” means an employee engaged in soliciting or collecting orders outside the establishment of his employer;
- „traveller, qualified,” means a traveller who has had not less than four (4) years' experience;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier (4) jaar ervaring;

„handelsreisiger se voertuigbestuurder”, ’n werknemer wat ’n handelsreisiger op sy reise vergesel en wat die motorvoertuig wat die handelsreisiger vervoer, kan bestuur;

„welsynbeampte”, ’n werknemer wat ’n geregistreerde verpleegster (algemeen) is en wat in besit is van ’n geldige sertifikaat van bekwaamheid in eerste hulp wat deur enigeen van die volgende organisasies uitgereik is:—

(a) Rooikruisvereniging van Suid-Afrika;

(b) St. John Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

en wat in beheer van die eerstehulpkamer is;

„loon”, die gedeelte van die besoldiging wat aan ’n werknemer in kontant betaalbaar is vir die gewone werkure soos voorgeskryf in klousule 6, sonder lewenskostoelae en langdienstoelae.

(2) Vir die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms word beskou dat hy binne die klas val waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) (a) Die minimum loon wat deur ’n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is die volgende:—

	Per Week.		
	£	s.	d.
Ketelbediener	2	3	3
Lettersetter	9	5	6
Kleedkamerbediende	2	14	6
Versendingsklerk	6	0	0
Assistent-versendingsklerk	4	5	0
Voorman	8	10	0
Assistent-voorman	8	0	0
Voorvrou	4	15	0
Assistent-voorvrou	4	5	0
Groepleier of opsigter	3	15	0
Algemene werker, gekwalifiseer	3	4	6
Algemene werker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	18	3
gedurende tweede ses maande ervaring	2	5	9
gedurende derde ses maande ervaring	2	14	6
Perdevoertuigdrywer	2	3	3
Arbeider	1	17	9
Onderhouer	7	18	0
Werktuigkundige	10	1	0
Motorvoertuigbestuurder	4	2	6
Degelpersdrukker	6	18	6
Lekkergoed- en/of sjokolademaker, gekwalifiseer	7	15	0
Lekkergoed- en/of sjokolademaker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	18	3
gedurende tweede ses maande ervaring	2	10	0
gedurende derde ses maande ervaring	2	19	6
gedurende vierde ses maande ervaring	3	7	6
gedurende vyfde ses maande ervaring	3	17	6
gedurende sesde ses maande ervaring	4	7	6
gedurende sewende ses maande ervaring	4	17	6
gedurende agste ses maande ervaring	5	7	6
gedurende negende ses maande ervaring	5	17	6
gedurende tiende ses maande ervaring	6	10	0
Magasynmeester	6	0	0
Assistent-magasynmeester	4	5	0
Handelsreisiger, gekwalifiseer	10	7	8
Handelsreisiger, ongekwalifiseer—			
gedurende eerste ses maande ervaring	5	15	5
gedurende tweede ses maande ervaring	6	6	11
gedurende derde ses maande ervaring	6	18	6
gedurende vierde ses maande ervaring	7	10	0
gedurende vyfde ses maande ervaring	8	1	6
gedurende sesde ses maande ervaring	8	13	1
gedurende sewende ses maande ervaring	9	4	7
gedurende agste ses maande ervaring	9	16	2
Handelsreisiger se motorbestuurder	2	10	0
Wag	2	3	3
Welsynbeampte	3	15	0

Los arbeiders: Vir elke dag of gedeelte van ’n dag diens, een-vyfde van die weektotaal wat vir ’n arbeider voorgeskryf word.

(b) Niks in hierdie Ooreenkoms kan die loon verlaag wat by die inwerkingtreding van hierdie Ooreenkoms aan ’n werknemer betaal word nie en elke werknemer wat op genoemde datum ’n hoër loon ontvang as dié wat vir die betrokke klas in die Ooreenkoms voorgeskryf word, moet verder daardie hoër loon betaal word solank as wat hy by dieselfde werkgever in diens bly.

(2) *Lewenskostoelae.*—Die lewenskoste moet betaal word wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

Vir die berekening van die lewenskostoelae moet langdiens-toelae ingevolge subklousule (3) hiervan by die werknemer se basiese loon gevoeg word.

„traveller, unqualified,” means a traveller who has had less than four (4) years’ experience;

„traveller’s driver” means an employee who accompanies a traveller on his journeys and who may drive a motor vehicle conveying such traveller;

„welfare officer” means an employee who is a Registered Nurse (General) or who holds a current certificate of competency in first aid issued by any of the following organisations:—

(a) Red Cross Society of South Africa;

(b) St. John Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

and who is in charge of a first aid room;

„wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6 excluding cost of living allowance and long service allowance;

(2) In classifying an employee for the purpose of determining his main occupation in terms of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

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

	Wage per Week.		
	£	s.	d.
Boiler attendant	2	3	3
Compositor	9	5	6
Cloakroom attendant	2	14	6
Despatch clerk	6	0	0
Despatch assistant	4	5	0
Foreman	8	10	0
Foreman, assistant	8	0	0
Forewoman	4	15	0
Forewoman, assistant	4	5	0
Group leader or team supervisor	3	15	0
General worker, qualified	3	4	6
General worker, unqualified—			
during first six months of experience	1	18	3
during second six months of experience	2	5	9
during third six months of experience	2	14	6
Horse-drawn vehicle driver	2	3	3
Labourer	1	17	9
Maintenance man	7	18	0
Mechanic	10	1	0
Motor vehicle driver	4	2	6
Platen pressman	6	18	6
Sweet and/or chocolate maker qualified	7	15	0
Sweet and/or chocolate maker, unqualified—			
during first six months of experience	1	18	3
during second six months of experience	2	10	0
during third six months of experience	2	19	6
during fourth six months of experience	3	7	6
during fifth six months of experience	3	17	6
during sixth six months of experience	4	7	6
during seventh six months of experience	4	17	6
during eighth six months of experience	5	7	6
during ninth six months of experience	5	17	6
during tenth six months of experience	6	10	0
Storeman	6	0	0
Storeman, assistant	4	5	0
Traveller, qualified	10	7	8
Traveller, unqualified—			
during first six months of experience	5	15	5
during second six months of experience	6	6	11
during third six months of experience	6	18	6
during fourth six months of experience	7	10	0
during fifth six months of experience	8	1	6
during sixth six months of experience	8	13	1
during seventh six months of experience	9	4	7
during eighth six months of experience	9	16	2
Traveller’s driver	2	10	0
Watchman	2	3	3
Welfare officer	3	15	0

Casual labourers: For each day or part of a day of employment, one-fifth of the weekly total prescribed for a labourer.

(b) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date, is in receipt of wages in excess of those prescribed for the class concerned in the Agreement, shall continue to receive such higher rates whilst employed by the same employer.

(2) *Cost of Living Allowance.*—The allowance payable shall be that provided in War Measure No. 43 of 1942 as amended from time to time.

For the purpose of calculating the cost of living allowance payable, long service allowance payable in terms of sub-clause (3) hereof, shall be added to the basic wage payable to the employee.

(3) *Langdiensttoelae*.—Benewens die basiese loon en lewenskoste-toelae soos voorgeskryf in hierdie klousule, moet 'n werknemer die volgende langdiensttoelae ontvang:—

(a) Alle werknemers behalwe arbeiders—

Vyf sjielings per week na voltooiing van vyf jaar ononderbroke diens by dieselfde werkgever.

Tien sjielings per week na voltooiing van tien jaar ononderbroke diens by dieselfde werkgever.

(b) Arbeiders—

Twee sjielings en ses pennies per week na voltooiing van vyf jaar ononderbroke diens by dieselfde werkgever.

Vyf sjielings per week na voltooiing van tien jaar ononderbroke diens by dieselfde werkgever.

(c) Vir die toepassing van hierdie klousule word beskou dat ononderbroke diens alle tydperke insluit wat 'n werknemer—

(1) met jaarlikse verlof kragtens klousule 7 afwesig is;

(2) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan; of

(3) weens gesondheids- of bevallingsredes van die werk afwesig is vir 'n tydperk van hoogstens ses maande en dan na dieselfde werkgever terugkeer; met dien verstande dat die werknemer 'n doktersertifikaat moet voorleë om sy verklaring van sy afwesigheid te staaf;

(4) benewens afwesighede kragtens (1), (2) en (3) hierbo afwesig is vir altesaam hoogstens 30 dae per diensjaar, mits hy na dieselfde werkgever terugkeer en ook dat hy gedurende afwesigheid nie in enige fabriek in die lekkergoednywerheid werk nie;

(5) 'n werknemer is geregtig tot die toelae wat van toepassing is op die diensklas waartoe hy by voltooiing van die kwalifiserende diens tyd behoort, ongeag of hy die hele tydperk tot dié klas behoort het.

(d) Alle diens behalwe diens wat vir 'n tydperk of tydperke van langer as dié wat kragtens (c) hierbo toegelaat is voordat hierdie Ooreenkoms in werking tree, moet meegereken word vir die berekening van hierdie toelae.

(4) *Kontrakbasis*.—Vir die toepassing van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, behalwe 'n los arbeider, weekliks, en behoudens soos bepaal in subklousule (5) en in klousule 5 (6) moet 'n werknemer ten opsigte van 'n week se werk minstens die volle weeklikse besoldiging betaal word soos in hierdie Ooreenkoms voorgeskryf vir 'n werknemer van sy klas, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6 (1) of minder gewerk het.

(5) *Differensiële Lone*.—'n Werkgever wat 'n lid van een klas van sy werknemers, behalwe 'n arbeider, verplig of toelaat om tesaam vir meer as een uur op 'n dag, en 'n werkgever wat 'n arbeider verplig of toelaat om gedurende enige tydperk of behalwe sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor of—

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

(b) 'n opgaande skaal van besoldiging wat eindig op 'n hoër besoldiging as dié vir sy eie klas;

in hierdie Ooreenkoms voorgeskryf word, moet dié werknemer ten opsigte van die hele dag waarop hy sulke werk verrig, die volgende betaal:—

(i) In die geval genoem in paragraaf (a), een-vyfde van van die hoër besoldiging;

(ii) in die geval genoem in paragraaf (b), een-vyfde van die besoldiging soos in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf, plus 20 persent;

met dien verstande dat wanneer die enigste verskille tussen klasse berus op ervaring, geslag of ouderdom, hierdie subklousule nie van toepassing is nie; met dien verstande verder dat hierdie subklousule nie op 'n assistent-magasynmeester van toepassing is nie.

(6) *Berekening van maandelikse besoldiging*.—Wanneer die besoldiging wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die besoldiging bereken word teen vier en een-derde maal die besoldiging soos in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf.

(7) *Vervoer- en/of onderhoudstoelae*.—Bonoop dié besoldiging soos in hierdie Ooreenkoms voorgeskryf—

(a) moet 'n handelsreisiger die volgende betaal word:—

(i) 'n Onderhoudstoelae van minstens twintig sjielings vir elke nag wat van sy standplek weg deurgebring word gedurende 'n reis wat vir die verrigting van sy werk onderneem word;

(ii) alle redelike vervoerkoste wat hy vir die verrigting van sy werk aangaan;

(iii) wanneer sy werkgever hom verplig, of toelaat om vir die verrigting van sy werk sy eie motor te gebruik, 'n toelae van minstens vyf pennies per myl vir elke myl wat in verband met die werk in die motor gereis word;

(b) moet 'n handelsreisiger se voertuigbestuurder 'n onderhoudstoelae van minstens drie sjieling en ses pennies betaal word ten opsigte van elke nag wat gedurende 'n reis van die handelreisiger se standplek weg deurgebring word.

(3) *Long Service Allowance*.—In addition to the basic wage and cost of living allowance prescribed in this clause, an employee shall receive a long service allowance as follows:—

(a) All employees except labourers—

Five shillings per week after completing five years' continuous employment with the same employer.

Ten shillings per week after completing ten years' continuous employment with the same employer.

(b) Labourers—

Two shillings and sixpence per week after completing five years' continuous employment with the same employer.

Five shillings per week after completing ten years' continuous employment with the same employer.

(c) For the purpose of this sub-clause, continuous employment shall be deemed to include any period or periods an employee—

(1) is absent on annual leave in terms of clause 7;

(2) is required to undergo training under the South Africa Defence Act, 1912;

(3) is absent for health or maternity reasons for a period not exceeding six months and then returns to the same employer; provided the employee submits a doctor's certificate as proof of the reason for the absence;

(4) is absent in addition to absences falling under (1), (2) and (3) above not exceeding in the aggregate 30 days in each year of employment; provided he returns to the same employer; and provided further that during any absence he does not work in any factory engaged in the Sweetmaking Industry;

(5) an employee shall be entitled to the allowance applicable to the category of employment in which he is engaged at the time of completion of the qualifying period of employment whether or not he has served the whole period in such category.

(d) Employment other than employment which has been interrupted for a period or periods in excess of that permitted in terms of (c) above prior to this Agreement coming into operation shall be taken into account for the purpose of computing this allowance.

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

(5) *Differential Rate*.—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 either in addition to his own work or in substitution therefor work of another class for which either—

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

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

is prescribed in this Agreement shall pay to such employee in respect of the whole day on which he performs such work—

(i) in the case referred to in paragraph (a), one-fifth of such higher remuneration;

(ii) in the case referred to in paragraph (b), one-fifth of the remuneration prescribed in this Agreement for an employee of his class plus 20 per cent;

provided that where the sole differences between classes is based on experience, sex or age, the provision of this sub-clause shall not apply; provided further that the provisions of this sub-clause shall not apply to an assistant storeman.

(6) *Calculation of Monthly Remuneration*.—Whenever the remuneration due to an employee is in terms of clause 5 (1) paid monthly the amount of such remuneration shall be calculated at the rate of four and one-third times the remuneration prescribed in this Agreement for an employee of his class.

(7) *Transport and/or Subsistence Allowance*.—In addition to the remuneration prescribed in this Agreement—

(a) a traveller shall be paid—

(i) a subsistence allowance of not less than twenty shillings in respect of each night spent away from his headquarters during any journey undertaken in the performance of his duties;

(ii) all reasonable transport expenses incurred by him in the performance of his duties; or

(iii) when his employer requires or permits him to use his own car in the performance of his duties, an allowance of not less than five pence per mile for every mile travelled in such car in connection with such duties;

(b) a traveller's driver shall be paid a subsistence allowance of not less than three shillings and sixpence in respect of every night spent away from the traveller's headquarters during any journey.

5. BETALING VAN BESOLDIGING.

(1) 'n *Werknemer, behalwe 'n los arbeider*.—Behoudens soos bepaal in klousule 7 (3), moet elke bedrag wat aan 'n werknemer verskuldig is, weklíks, of wanneer die werkgever en werknemer aldus skriftelik ooreengekom het, maandelíks in kontant uitbetaal word gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en moet bevat wees in 'n koevert of ander houer met vermelding van die werkgever en werknemer se name, die werknemer se vak, die getal gewone ure, oortydure en nagskofure wat gewerk is, die besoldiging wat verskuldig is, die bedrag en aard van aftrekkings en die tydperk waarvoor betaling gedoen word.

(2) *Los arbeider*.—'n Werkgever moet die besoldiging wat aan sy los arbeider verskuldig is by beëindiging van sy diens in kontant uitbetaal.

(3) *Premies*.—Geen premie ten opsigte van werkverskaffing aan of opleiding van 'n werknemer mag regstreks of onregstreks aan 'n werkgever gedoen of deur hom aangeneem word nie.

(4) *Kos en huisvesting*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturellearbeid Regelingswet, 1911, kan 'n werkgever nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

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

(a) Met skriftelike toestemming van sy werknemer 'n korting vir verlof-, siekte-, versekerings-, voorsorg-, of pensioenfondse, of ledelgelede aan 'n werknemersorganisasie;

(b) bydraes aan die Raadsfondse kragtens klousule 13 van hierdie Ooreenkoms;

(c) behoudens soos bepaal in klousule 8, wanneer die werknemer van sy werk af wegbly, of afwesig is weens siekte, ongeval, of slegte gesondheid, 'n korting in verhouding tot die afwesigheid;

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

(e) wanneer 'n werknemer toestem of verplig is om kragtens die bepalinge van die Naturelle (Stadsgebiede) Konsolidasiewet 1945, of die Naturellearbeid Regelingswet, 1911, kos en/of huisvesting van sy werkgever aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

Per week.

	s.	d.
Kos	3	0
Huisvesting	2	0
Kos en inwoning	5	0

(f) koop van goedere deur werknemers en terugbetalings van lenings, met dien verstande dat geen werkgever 'n werknemer kan verplig om te koop by hom of by 'n winkel of persoon wat hy aanwys nie;

(g) ten opsigte van elke openbare vakansie dag, behalwe Nuwejaarsdag, Goeie-Vrydag, Meidag, Gelofte dag, of Kersdag, 'n korting van een-vyfde van die weekloon plus langdienstoelae wat onmiddellik voor openbare vakansiedag aan hom verskuldig was.

(6) *Korttyd*.—Wanneer die gewone werkure soos voorgeskryf in klousule 6 (1) verminder word weens korttyd, kan ten opsigte van elke uur van die vermindering 'n korting van een-vyf-en-veertigste van die weekloon plus langdienstoelae wat die werknemer ontvang, afgetrek word; met dien verstande dat die korting nie meer kan wees as 'n kwart van die werknemer se weekloon nie, afgesien van die getal ure waarmee die gewone werkure verminder word; en voorts met dien verstande dat geen korting afgetrek kan word nie—

(i) in die geval van korttyd wat ontstaan uit tydelike slapte in die bedryf, of tekort aan grondstowwe, tensy die werkgever sy werknemer ten minste vier-en-twintig uur kennis geege het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan uit 'n algemene onklaarraking van geboue, installasie, of masjinerie as gevolg van ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie.

„korttyd” beteken 'n tydelike vermindering van die getal gewone werkure weens 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende ineenstorting van geboue weens 'n ongeluk of ander onvoorsiene noodgeval, of weens bedryfslapte of tekort aan grondstof.

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD EN NAGSKOFTE.

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

- (i) 45 per week van Maandag tot en met Vrydag;
- (ii) 9 per dag.

(2) Die gewone werkure van 'n los arbeider is hoogstens 9 per dag.

5. PAYMENT OF REMUNERATION.

(1) *An Employee, other than a Casual Labourer*.—Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash weekly or monthly if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay day of the establishment or on the termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary, overtime and night shift hours worked, the remuneration due, the amount and nature of any deductions and the period in respect of which payment is made.

(2) *Casual Labourer*.—An employer shall pay the remuneration due to his casual labourer in cash on termination of his employment.

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

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

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

(a) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension fund or subscription to an employees' organisation;

(b) contributions to the Council funds in terms of Section 13 of this Agreement;

(c) save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;

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

(e) when an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging a deduction not exceeding the amounts specified hereunder:—

Per Week.

	s.	d.
Board	3	0
Lodging	2	0
Board and Lodging	5	0

(f) purchase of goods by employees and repayment of loans granted; provided, however, that an employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him;

(g) a deduction in respect of any public holiday other than New Year's Day, Good Friday, May Day, day of the Covenant or Christmas Day on which an employee is required or permitted not to work, one-fifth of the weekly wage plus long service allowance which was due to him immediately before such public holiday.

(6) *Short-time*.—Whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction in respect of each hour of such reduction of one forty-fifth of the weekly wage plus long service allowance received by the employee may be deducted; provided that such deduction shall not exceed one-quarter of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced, and provided further that no deduction shall be made—

(i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time due to a general breakdown of buildings, plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

“Short-time” means a temporary reduction in the number of ordinary hours of work due to a general break-down of plant or machinery or a threatened or imminent breakdown of buildings, caused by accident or other unforeseen emergency or to slackness of trade or shortage of raw material.

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

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

- (i) 45 in any week from Monday to Friday, inclusive;
- (ii) 9 in any day.

(2) The ordinary hours of work of a casual labourer shall not exceed nine in any day.

(3) *Etensonderbrekings.*—'n Werkgewer kan sy werknemer nie verplig of toegelaat om meer as vyf agtereenvolgende ure op 'n dag te werk sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie, en die onderbreking word nie as deel van die gewone werkure of oortyd gereken nie; met dien verstande dat—

- (a) as die onderbreking langer as een uur duur, alle tyd bo een en 'n kwartuur gereken word as deel van die gewone werkure, of, na gelang van die geval, oortyd;
- (b) werktydperke wat onderbreek word deur 'n tussenpoos van minder as een uur as ononderbroke beskou word.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in sy inrigting werksaam is, behalwe 'n wag, 'n ruspouse van minstens tien minute toestaan, so na as moontlik aan—

- (a) die middel van die eerste werktydperk op 'n dag;
- (b) die middel van die tweede werktydperk op 'n dag as dié tydperk langer as drie uur duur;

waarin die werknemer nie verplig of toegelaat kan word om te werk nie, en die ruspouse word as deel van die gewone werkure beskou.

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

(6) *Oortyd.*—Alle tyd wat gewerk word bo die getal ure soos in subklousules (1) en (2) ten opsigte van 'n dag, of 'n week, voorgeskryf, word as oortyd gereken.

(7) *Beperking van oortyd.*—(Manlike werknemers).—'n Werkgewer kan sy manlike werknemer nie verplig of toelaat om—

- (a) (i) meer as twee uur oortyd op 'n dag te werk nie; met dien verstande dat op Saterdag vier uur oortyd gewerk kan word;
- (ii) meer as 10 uur oortyd in 'n week te werk nie;

(8) *Beperking van oortyd.*—(Vroulike werknemers).—Geen werkgewer mag 'n vroulike werknemer verplig of toelaat om—

- (a) (i) op meer as drie opeenvolgende dae, vir meer as twee uur per dag of vir meer as 60 dae per jaar oortyd te werk nie; met dien verstande dat geen vroulike werknemer verplig of toegelaat mag word om tussen 6 nm. en 6 vm. of na 1 nm. op meer as vyf dae per week te werk nie;
- (ii) vir meer as 10 uur per week te werk nie.

(9) *Etes moet verskaf word.*—'n Werkgewer moet aan 'n manlike werknemer wat na 6.30 nm. en 'n vroulike werknemer wat vir meer as 'n uur na haar gewone werkure oortyd moet werk, 'n voldoende maaltyd verskaf, of die werknemer betyds minstens een sjieling en ses pennies betaal om hom of haar in staat te stel om 'n ete te nuttig voordat hy/sy oortyd begin.

(10) *Betaling vir Oortyd.*—'n Werkgewer moet sy werknemer vir alle oortyd betaal teen minstens anderhalf maal sy gewone besoldiging.

(11) *Nagskofbesoldiging.*—'n Werknemer op nagskof, buiten 'n wag of 'n werknemer wat snags moet werk in verband met verkoelingsinstallasie of stoom- of elektrisiteitsverskaffing, moet minstens sy weeklikse besoldiging plus 20 persent verdeel deur 45 betaal word in elke uur of gedeelte van 'n uur nagwerk; met dien verstande dat 'n los arbeider op nagwerk minstens sy daaglikse besoldiging plus 20 persent gedeel deur 9 betaal moet word ten opsigte van elke uur of gedeelte van 'n uur.

„nagskof” beteken 'n werktydperk waarvan die grootste gedeelte tussen 9 nm. en 7 vm. val.

(12) *Voorbehoudsbepalings.*—Hierdie klousule is nie op 'n handelsreisiger, 'n handelsreisiger se voertuigbestuurder, 'n werknemer wat altesaam meer as £800 per jaar ontvang, of op 'n wag van toepassing nie, en subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval, of in verband met die grondige nasien of herstel van installasie of masjinerie, wat nie gedurende die gewone werkure gedoen kan word nie, of herstellings aan geboue wat nie uitgevoer kan word terwyl die masjinerie in werking is nie.

7. JAARLIKSE VERLOF.

(1) Onderworpe aan subklousule (2) moet 'n werkgewer—

- (a) sy werknemers, buiten wagte, vir elke volle jaar diens by hom 12 aaneenlopende werkdae verlof toestaan en vir elke dag minstens die weekloon betaal wat hulle onmiddellik voor die verlof ontvang het, verdeel deur vyf. Vir dié doel beteken „werkdae” Maandae tot en met Vrydae;
- (b) sy wagne vir elke voltooide jaar diens by hom drie aaneenlopende kalenderweke verlof toestaan en vir elke week betaal teen minstens die weekloon wat hulle onmiddellik voor die verlof ontvang het.

As 'n werknemer gedurende sy verlof tot verhoogde betaling geregtig word, moet die verhoging van die datum af waarop dit betaalbaar word, in ag geneem word vir die berekening van sy verlofbetaling ingevolge subklousules (1) (a) en (b).

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day 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—

- (a) if such interval be for longer than one hour any period in excess of an hour and a quarter shall be deemed to be part of the ordinary hours of work or overtime as the case may be;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees, employed in or about his establishment other than a watchman, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) the middle of each first work period in a day;
- (b) the middle of each second work period in a day where such period is longer than three hours;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

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

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime—Male Employees.*—An employer shall not require or permit his male employees to work overtime—

- (a) (i) for more than two hours on any day; provided that four hours' overtime may be worked on a Saturday;
- (ii) for more than 10 hours in any week.

(8) *Limitation of Overtime—Female Employees.*—An employer shall not require or permit his female employees to work—

- (a) (i) Overtime on more than three consecutive days or for more than two hours on any one day or on more than sixty days in any year; provided further that no female employee shall be permitted or required to work between the hours 6 p.m., and 6 a.m., or after 1 p.m. on more than five days in any one week.
- (ii) Overtime for more than 10 hours in any week.

(9) *Meals to be Provided.*—An employer shall provide a male employee who is required to work overtime after 6.30 p.m., and a female employee who is required to work for more than one hour after her ordinary working hours, with a sufficient meal, or in lieu thereof shall pay to such employee an amount not less than one shilling and sixpence in sufficient time to enable such employee to obtain a meal before the overtime is due to commence.

(10) *Payment of Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-half times the remuneration due to such employee.

(11) *Night Shift Remuneration.*—An employee, employed on night shift, other than a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid not less than his weekly remuneration divided by 45 for each hour or part of an hour so worked plus 20 per cent; provided that a casual labourer so employed shall be paid not less than his daily remuneration divided by 9 for each hour or part of an hour so worked plus 20 per cent.

“Night shift” means any period of work the major portion of which falls between the hours of 9 p.m., and 7 a.m.

(12) *Savings.*—The provisions of this clause shall not apply to a traveller, traveller's driver, employees receiving more than £800 per annum in total remuneration, or a watchman, and the provision of sub-clauses (3), (4), (5) and (7) shall not apply to a male employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work or repairs to buildings which cannot be carried out while machinery is working.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant—

- (a) to his employees, other than watchmen, in respect of each completed year of employment with him 12 consecutive working days' leave, and shall in respect of each day thereof pay to such an employee an amount not less than the weekly remuneration due to him immediately before the commencement of such leave, divided by five. In regard to all such employees the expression “working days” shall mean Mondays to Fridays inclusive;
- (b) to his watchman in respect of each completed year of employment with him three consecutive calendar weeks' leave, and shall in respect of each week thereof pay to such employee an amount not less than the weekly remuneration due to him immediately before the commencement of such leave.

In the event of an employee becoming entitled to an increase in remuneration during the period of leave, the increase shall be taken into account from the date it is due in computing the amount payable to him in terms of sub-clause (1) (a) and (b).

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

- (i) behoudens soos bepaal in paragraaf (v), wanneer die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan word;
- (ii) wanneer Nuwejaarsdag, Goeie-Vrydag, Meidag, Gelofte-dag of Kersdag binne die verlof val, nog 'n dag aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling, al val so 'n dag op 'n Saterdag of Sondag;
- (iii) die verlof nie met siekteverlof of 'n tydperk wanneer die werknemer opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan, mag saamval nie.
- (iv) 'n werkgever van dié tydperk elke dag geleentheidsverlof met volle betaling wat op die werknemer se skriftelike versoek gedurende die tydperk waarop die jaarlikse verlof betrekking het aan hom toegestaan is, kan aftrek;
- (v) 'n werkgever en sy arbeider skriftelik kan ooreenkom dat die jaarlikse verlof oor 'n tydperk van hoogstens twee agtereenvolgende jare kan oploep.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof wat in subklousules (1) en (7) voorgeskryf word, moet op die laaste werkdag voor die aanvang van die verlof uitbetaal word.

(4) 'n Werknemer wie se dienskontrak eindig in die eerste of 'n volgende diensjaar by dieselfde werkgever voordat die verlof wat in subklousule (1) voorgeskryf word, verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar in die geval van 'n wag minstens $\frac{1}{17}$ en in die geval van alle ander werknemers minstens $\frac{1}{22}$ betaal word van die weeklikse besoldiging wat hy onmiddellik voor beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat verlof toegestaan is, moet by beëindiging ten opsigte van die verlof die bedrag betaal word wat in subklousules (1) en (4) voorgeskryf word.

(6) Vir die toepassing van hierdie klousule, word beskou dat die uitdrukking „diens” alle tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousules (1) en (7) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 8 afwesig is;

en begin van die datum waarop die werknemer by die werkgever in diens tree, of, na gelang van die jongste, die datum waarop hierdie Ooreenkoms in werking tree.

(7) 'n Werkgever het die reg om sy fabriek vir jaarlikse verlof te sluit vir die tydperk wat in subklousule (1) voorgeskryf word, verleng deur enige verdere dae wat kragtens subklousule (2) (ii) bygevoeg mag word; met dien verstande dat 'n werkgever vir 'n verdere drie werkdag kan sluit sonder om daarvoor te betaal.

'n Werknemer wat nog nie 'n jaar lank by hom werk nie, moet volgens subklousule (4) hiervan betaal word. Die sluitingstydperk word bygetel by die berekening van so 'n werknemer se betaling. As enigeen van die vakansiedae wat in subklousule 2 (iii) genoem word, binne die sluitingstydperk val, moet die werknemer daarvoor betaal word kragtens klousule 9 (i) hiervan.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemer wat van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wan-gedrag veroorsaak is nie, behalwe 'n ongeval waarvoor kragtens die Ongevalwet, 1944, skadeloosstelling betaalbaar is, gedurende een diensjaar altesaam 10 werkdag siekteverlof toestaan en hom ten opsigte van elke dag daarvan een-vyfde van die weeklikse besoldiging wat hy onmiddellik voor die verlof ontvang het, uitbetaal; met dien verstande dat 'n werkgever ten opsigte van elke tydperk waarvoor op betaling aanspraak gemaak word, 'n sertifikaat wat deur 'n geregistreerde geneesheer geteken is, kan eis; en voorts met dien verstande dat wanneer 'n werknemer reeds gedurende 'n diensjaar van 'n vorige werkgever of werkgevers betaling kragtens hierdie subklousule ontvang het, 'n werkgever geregtig is om die getal dae siekteverlof waarvoor reeds betaal is, af te trek van die getal dae siekteverlof waarop die werknemer kragtens hierdie klousule reg het ten opsigte van die betrokke diensjaar, en vir die toepassing hiervan moet die werknemer se vorige siekteverlof vasgestel word uit die inligting wat in aanhangsel B van hierdie Ooreenkoms verstrek word.

(2) Vir die toepassing van subklousule (1) hiervan, word beskou dat 'n werknemer se diensjaar begin op 1 Januarie en eindig op 31 Desember.

(3) 'n Werknemer is nie gedurende die eerste week van sy diens by sy werkgever op siekteverlof met betaling geregtig nie.

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

- (i) save as provided in paragraph (v), 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;
- (ii) if New Year's Day, Good Friday, May Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay, whether or not such days fall on a Saturday or Sunday;
- (iii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iv) an employer may set off against such period of leave any sick 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;
- (v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) *Leave Remuneration*.—The remuneration in respect of Annual leave referred to in sub-clauses (1) and (7) shall be paid on the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso of sub-clause (2), upon such termination be paid in respect of each completed week of such period of less than one year, in the case of a watchman not less than $\frac{1}{17}$, and in the case of all other employees not less than $\frac{1}{22}$ of the weekly remuneration which he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clauses (1) and (7);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

and shall be deemed to commence from the date the employee enters his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(7) An employer shall be entitled to close his factory for annual leave at any time for the period set out in sub-clause (1) hereof, extended by such additional days as may be added by virtue of sub-clause (2) (ii) hereof; provided, however, that an employer may extend such closing for a further three additional working days without payment therefor.

Any employee who has not completed a full year of employment with him shall be paid in terms of sub-clause (4) hereof. The period of the closing shall be counted in, in determining the remuneration due to such employee. In the event of any of the holidays mentioned in sub-clause (2) (iii) hereof falling within the period of the closing, such employee shall be paid for such holidays in terms of clause 9 (1), hereof.

8. SICK LEAVE.

(1) An employer shall grant to his employee who is absent from work through sickness or accident not caused by his own misconduct and other than an accident compensable under the Workmen's Compensation Act, 1944, 10 work days' sick leave in the aggregate during any one year of employment and shall pay to him in respect of each such day one-fifth of the weekly remuneration which he was receiving immediately prior to the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed, and provided further that where an employee has already received payment in terms of this sub-clause from any previous employer or employers during any year of employment an employer shall be entitled to deduct the number of days' sick leave thus paid from the number of days' sick leave the employee is entitled to in terms of this sub-clause in respect of the year of employment to which such leave relates and for the purpose hereof the employee's previous sick leave shall be determined from the information furnished in Annexure B in this Agreement.

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

(3) An employee shall not be entitled to paid sick leave during the first week of his employment with his employer.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, behalwe 'n wag, is geregtig tot verlof op Nuwejaarsdag, Goeie-Vrydag, Meidag, Geloftedag en Kersdag, al val so 'n dag op 'n Saterdag of Sondag en moet ten opsigte van elkeen van daardie dae minstens sy weeklikse besoldiging gedeel deur vyf betaal word; met dien verstande dat van 'n werknemer vereis kan word om op enigeen van dié dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, behalwe 'n los arbeider of wag, op Nuwejaarsdag, Goeie-Vrydag, Meidag, Geloftedag, of Kersdag werk, moet sy werkgever hom vir elke dag minstens sy weeklikse besoldiging gedeel deur vyf betaal plus ten opsigte van elke uur of gedeelte van 'n uur die weeklikse besoldiging gedeel deur vyf-en-veertig.

(b) Wanneer 'n los arbeider op Nuwejaarsdag, Goeie-Vrydag, Meidag, Geloftedag, of Kersdag werk, moet sy werkgever hom vir elke dag minstens die daaglikse totaal wat in klousule 4 (1) vir 'n los arbeider voorgeskryf word, betaal, plus vir elke uur of gedeelte van 'n uur, die daaglikse totaal gedeel deur nege.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer, behalwe 'n los arbeider en wag op Sondag werk, moet sy werkgever hom of—

(a) minstens dubbel die weeklikse besoldiging wat aan hom verskuldig is, gedeel deur vyf, betaal; of

(b) minstens anderhalfmaal die besoldiging wat aan hom verskuldig is, gedeel deur vyf-en-veertig, betaal vir elke uur of gedeelte van 'n uur, wat aldus gewerk word en hom binne sewe dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weeklikse besoldiging soos vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal.

(4) *Los arbeider.*—Wanneer 'n los arbeider op Sondag werk, moet sy werkgever hom minstens dubbel die daaglikse totaal wat in hierdie Ooreenkoms vir 'n los arbeider voorgeskryf word, gedeel deur vyf, betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word.

10. GETALLEVERHOUDING.

(1) 'n Werkgever kan nie—

(a) 'n assistent-voorman, assistent-voorvrou, of ongekwalifiseerde algemene werker in diens hê nie tensy hy onderskeidelik 'n voorman, voorvrou, of gekwalifiseerde algemene werker in diens het;

(b) 'n ongekwalifiseerde lekkergoedmaker of sjokolademaker in sy diens hê nie, tensy hy een gekwalifiseerde lekkergoedmaker of sjokolademaker in diens het;

en vir elke gekwalifiseerde lekkergoedmaker, sjokolademaker of algemene werker kan onderskeidelik hoogstens een ongekwalifiseerde lekkergoedmaker, sjokolademaker of algemene werker by hom in diens wees; met dien verstande dat—

(i) 'n werkgever wat uitsluitlik of hoofsaaklik, die werk van 'n voorman, lekkergoedmaker of sjokolademaker verrig, na gelang van die geval as 'n voorman, gekwalifiseerde lekkergoedmaker of sjokolademaker, gereken kan word; met dien verstande dat hy moet sorg dat sy naam in die tyd- en loonregister verskyn en die vak waarin hy werksaam is daarin ingeboek is; voorts met dien verstande dat nie meer as een lid van 'n firma of vennootskap as 'n voorman of gekwalifiseerde lekkergoedmaker of sjokolademaker gereken kan word nie;

(ii) vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde lekkergoedmaker, sjokolademaker, of algemene werker wat minstens die besoldiging ontvang soos in hierdie Ooreenkoms voorgeskryf vir 'n gekwalifiseerde lekkergoedmaker, sjokolademaker, of algemene werker, onderskeidelik as 'n gekwalifiseerde lekkergoedmaker, sjokolademaker, of algemene werker gereken word.

11. STUKWERK.

(1) 'n Werknemer wat stukwerk verrig, moet die volle bedrag betaal word wat hy ooreenkomstig die skale waarop hy en sy werkgever ooreengekom het en wat deur die Raad goedgekeur is, verdien het; met dien verstande dat, afgesien van die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van die tydperk minstens die besoldiging betaal moet word wat aan hom betaalbaar sou wees as hy gedurende daardie tydperk as 'n tydwerker gewerk het, plus 15 persent.

(2) 'n Werkgever moet op 'n opvallende plek in sy inrigting 'n rooster van die stukwerksskale wat in subklousule (1) voorgeskryf word, vertoon hou en kan die skale nie verander tensy hy aan sy werknemer en die Raad minstens twee weke kennis van die voorgestelde verandering gegee het nie.

(3) „Stukwerk” beteken 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk wat hy doen.

12. VRYSTELLING.

(1) Die Raad kan vrystelling van enigeen van die bepalings van die Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousule 6 (8) aan of ten opsigte van 'n vroulike werknemer verleen kan word nie buiten om werk te verrig wat—

(a) deur 'n noodgeval genoodsaak word;

(b) noodsaaklik is om die verlies van grondstof wat vinnig sleg word en met die bewerking waarvan reeds begin is, te verhoed.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

(3) *Payment for Work on Sundays.*—Whenever an employee, other than a casual labourer and watchman, works on a Sunday, his employer shall either—

(a) pay to him not less than double the weekly remuneration due to such employee divided by five; or

(b) pay to him not less than one and one-half times the weekly remuneration due to such employee divided by forty-five for each hour or part of an hour so worked, and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly remuneration prescribed for an employee of his class divided by five.

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

10. PROPORTION OF RATIO.

(1) An employer shall not employ—

(a) an assistant foreman, assistant forewoman, or an unqualified general worker unless he has in his employ a foreman, forewoman, or qualified general worker respectively;

(b) an unqualified sweetmaker or chocolate maker;

unless he has in his employ one qualified sweetmaker or chocolate maker; and for each qualified sweetmaker, or chocolate maker or general worker not more than one unqualified sweetmaker or chocolate maker or general worker respectively may be employed; provided that—

(i) an employer who is wholly or mainly engaged in performing the work of a foreman, sweetmaker or chocolate maker may be deemed to be a foreman, qualified sweetmaker or chocolate maker as the case may be; provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged; provided further that not more than one member of any firm or partnership shall be deemed to be a foreman, qualified sweetmaker, or chocolate maker as the case may be;

(ii) for the purposes of this clause, an unqualified sweetmaker or chocolate maker or general worker receiving not less than the remuneration prescribed in this Agreement for a qualified sweetmaker or chocolate maker or general worker as the case may be, may be deemed to be a qualified sweetmaker or chocolate maker or general worker respectively.

11. PIECE-WORK.

(1) An employee employed on piece-work for any period, shall be paid the full amount earned by him under the piece-work rates agreed upon between him and his employer and approved by the Council; provided that, irrespective of the amount of piece-work performed, such employee shall in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a time worker during such period, plus 15 per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment, a schedule of the piece-work rates referred to in sub-clause (1); and shall not alter such rates unless he has given his employee and the Council not less than two weeks' notice of the proposed alteration.

(3) „Piece-work” means any system under which an employee's remuneration is based upon the quantity or output of work done;

12. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement; provided that no exemption shall be granted to or in respect of any female employee from provisions of section 6 (8) of this Agreement except for the purpose of performing work—

(a) which is necessitated by an emergency; or

(b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystellings kragte hiërde artikel verleen word, die voorwaardes waarop en die termyn waarvoor die vrystelling van krag sal wees, vasstel; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingstifikaat kan intrek, of die termyn waarvoor dit toegestaan is, verstryk het of nie.

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

- (a) die volle naam van die betrokke persoon;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle stifikaat wat uitgereik word, in volgende nommer;
 - (b) van elke stifikaat wat uitgereik word 'n afskrif behou;
 - (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die stifikaat aan die betrokke werkgewer stuur;

13. UITGAWES VAN DIE RAAD.

In die uitgawes van die Raad moet op die volgende manier voorsien word:—

(1) Elke werkgewer moet van die loon van elke arbeider een pennie per week en van die loon van elke ander werknemer drie pennies per week aftrek.

(2) By die bedrag soos voorgeskryf in subklousule (1) moet die werkgewer 'n gelyke bedrag voeg.

(3) Die totale bedrag soos voorgeskryf in subklousules (1) en (2) moet deur elke werkgewer tesaam met die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, voor of op die tiende dag van die maand na dié waarop die aftrekkings betrekking het, aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur.

(4) Die aftrekkings en byvoegings moet gemaak word selfs wanneer 'n werknemer met verlof kragtens klousule 7 of met betaalde siekteverlof kragtens klousule 8 is, en kan nie verminder word as 'n werknemer minder as sy volle weekloon ontvang nie.

14. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat dit nog nie ingevolge 'n vorige nywerheids-ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en

(2) Elke werkgewer wat na daardie datum in die nywerheid kom, moet binne een maand na hy die nywerheid begin uitoeven, die ondergenoemde besonderhede aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur:—

- (i) Die volle naam/name van die eienaar(s), vennote of direkteure.
- (ii) Adresse van eienaar/eienaars, vennote, of direkteure.
- (iii) Naam van die besigheid.
- (iv) Adres waar die besigheid geleë is.
- (v) Aard van die besigheid.
- (vi) Getal werknemers.

(3) In die geval van 'n verandering in die bestuur, eiendomsreg, status, naam en adres, ens. moet van die verandering binne een maand kennis gegee word aan die Raad.

15. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om hul werksaamhede in verband met die Raad te verrig.

16. LOGBOEK.

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigbestuurder in sy diens, 'n logboek met duplikaatblaaië verskaf, so na as moontlik in die volgende vorm:—

Daaglikse Log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Tyd waarop werk begin.....vm./nm.
 Tyd waarop werk gestaak.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstuur vanvm./nm. totvm./nm.
 Onklaaraking, ongelukke en/of ander vertraginge.....

Handtekening van bestuurder.....

(2) Tensy hy deur siekte of ander onvermydelike oorsaak, verhoinder word, moet elke bestuurder aan wie die logboek soos voorgeskryf in subklousule (1) verskaf is, die daaglikse log in duplikaat ten opsigte van elke dag se werk invul en binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgewer aflewer.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log vir drie jaar na invulling bewaar.

17. OORPAKKE.

(1) 'n Werkgewer moet aan sy werknemers kosteloos oorpakke verskaf of in plaas daarvan aan elke werknemer elke drie maande agt sjielings en ses pennies vir aankoop van oorpakke betaal, en hulle bly die werkgewer se eiendom.

(2) Alle oorpakke moet op koste van die werkgewer gewas en gestryk word; met dien verstande dat wanneer 'n werkgewer

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

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

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

(4) The Secretary to the Council shall—

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

13. EXPENSES OF THE COUNCIL.

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

(1) Each employer shall deduct from the wages of each of his labourers one penny per week and from each of his other employees threepence per week.

(2) To the amount deducted as provided for in sub-section (1), the employer shall add an equal amount.

(3) The total sum referred to in sub-sections (1) and (2) shall be forwarded by each employer together with the form prescribed in Annexure A to this Agreement to the Secretary of the Council, P.O. Box 4172, Johannesburg, not later than the tenth day of the month following that to which the deductions refer.

(4) The deductions and additions shall be made even when an employee is in leave in terms of clause (7); or when an employee is being paid sick leave in terms of clause (8) and shall be made in full even in the event of any employee being paid less than a full week's wage.

14. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so under the provisions of any Agreement previously in force in the Industry, shall within one month from the date on which this Agreement comes into operation; and

(2) Every employer entering the Industry after that date shall, within one month of operation by him, forward to the Secretary of the Council, P.O. Box 4172, Johannesburg, the following particulars:—

- (i) Full name(s) of proprietor(s), partners or directors.
- (ii) Address of proprietor(s), partners or directors.
- (iii) Name of business.
- (iv) Address where business is situated.
- (v) Nature of business.
- (vi) Number of employees.

(3) In the event of any change in managership, ownership, status, name and address, such change shall be notified to the Council within one month.

15. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

16. LOG BOOK.

(1) Every employer shall provide a log book with duplicate folios for the use of each motor vehicle driver in his employ, as nearly as practicable in the following form:—

DAILY LOG.

Name of employer
 Name of driver
 Time of starting work a.m./p.m.
 Time of finishing work a.m./p.m.
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hour from a.m./p.m. to a.m./p.m.
 Breakdown, accidents and/or other delays.....

Signature of Driver.....

(2) Every driver upon being provided with the log book referred to in sub-clause (1) unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log book in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the completed copy of the daily log for a period of three years after the date of its completion.

17. OVERALLS.

(1) An employer shall supply overalls free of charge to each of his employees or in lieu thereof shall pay to each employee, once in every three months, the sum of eight shillings and sixpence for the purchase of overalls and they shall remain the property of the employer.

(2) All overalls shall be laundered at the expense of the employer; provided that if an employer and an employee agree,

en werknemer aldus ooreenkom, die werknemer sy eie oorpakke kan was en stryk en die werkgewer hom minstens een sjieling per week in die geval van mans en nege pennies in die geval van vroue moet betaal.

(3) Hierdie klousule is nie op 'n handelsreisiger van toepassing nie.

18. VAKVERENIGINGSFASILITEITE.

(a) 'n Werkgewer moet die „Sweet Workers' Union” organiseerfasiliteite toestaan deur vakverenigingbeamptes hoogstens eenmaal elke veertien dae op die persele van die werkgewer gedurende die middagete-uur in teekamers of ruskamers, of elders volgens ooreenkoms met die werkgewer, toe te laat vir die bespreking van vakverenigingsake.

(b) Elke werkgewer moet aan werkwinkelvertegenwoordigers, wat deur al die werknemers van elke afsonderlike fabriek aangestel is, redelike fasiliteite toestaan om gedurende werke, beperk tot een uur per week, op die gewone betaaldag van die inrigting ledegelde in te vorder.

19. AFTREKORDERS.

'n Werkgewer moet op skriftelike versoek van sy werknemer die ledegelde wat aan die „Sweet Workers' Union” betaalbaar is kragtens daardie vakvereniging se konstitusie, van sy loon aftrek en die volle bedrag wat aldus afgetrek word aan die betrokke vakvereniging stuur. Indien die geskrewe versoek ingetrek word, moet die aftrekkings voortgaan gedurende die drie maande kennis wat die werknemer aan die vakvereniging moet gee om sy lidmaatskap te beëindig.

20. AGENTE.

Die Raad moet een of meer, bepaalde persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms, en die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, is verplig om daardie agente toe te laat om navrae te doen, boeke en/of geskrifte te ondersoek en persone te ondervra namate dit vir hierdie doel nodig is.

21. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgewer mag nie 'n persoon onder vyftien (15) jaar in diens hê nie.

22. DIENSSERTIFIKAAT.

(1) 'n Werkgewer moet by beëindiging van die dienskontrak van 'n werknemer, behalwe 'n los arbeider, aan dié werknemer 'n dienssertifikaat, uitreik in die juiste vorm soos voorgeskryf in Aanhangsel B.

(2) Die sertifikaat wat voorgeskryf word in subklousule (1) hierbo moet deur die Raad verstrek en deur die werkgewer in triplikaat uitgereik word, waarvan die oorspronklike aan die werknemer oorhandig, een afskrif tesaam met die maandelikse opgawe soos voorgeskryf in Aanhangsel A aan die Raad gestuur en een afskrif deur die werkgewer vir argiefdoeleindes bewaar moet word.

(3) Die sertifikaat moet in elke geval van diensbeëindiging uitgereik word; as die oorspronklike nie aan die betrokke werknemer oorhandig kan word nie, moet dit aan sy laaste adres of, as dié nie beskikbaar is nie, aan die sekretaris van die Raad gestuur word.

23. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los arbeider, moet minstens een week skriftelike opsegging in die vorm van aanhangsel C vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

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

(b) op '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 'n week.

(2) As 'n werkgewer versuim om ingevolge subklousule (1) kennis te gee, moet hy die werknemer 'n week se besoldiging of, as 'n ooreenkoms kragtens die tweede voorbehoedbepaling, by subklousule (1) aangegaan is, besoldiging vir die tydperk waarop ooreengekom is, betaal. As 'n werknemer versuim om ingevolge subklousule (1) kennis te gee, kan die werkgewer alle besoldiging hou wat ten tyde van kontrakbeëindiging besig was om op te loop.

(3) Die opsegging wat in subklousule (1) voorgeskryf word, gaan in op die betaaldag; met dien verstande dat die opsegging nie gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 gegee kan word nie.

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting waar dit maklik deur al sy werknemers gelees kan word, 'n afskrif van hierdie Ooreenkoms in die vorm voorgeskryf by die regulasies kragtens die Wet, vertoon hou.

Op hede die 29ste dag van Augustus 1952 namens die partye in Johannesburg onderteken.

HAYDÉE LE ROUX, *Voorsitter.*

N. C. COLEMAN, *Onder-voorsitter.*

W. B. FLOWERS, *Sekretaris.*

the employee may launder his own overalls and the employer shall pay such employee an amount of not less than one shilling per week in the case of males and ninepence per week in the case of females.

(3) The provisions of this clause shall not apply to a traveller.

18. TRADE UNION FACILITIES.

(a) An employer shall grant the Sweet Workers' Union organisational facilities, by admitting Union officials to the premises of an employer not more than once a fortnight during the lunch hour in tea or restrooms or elsewhere as arranged with the employer for the purpose of discussing Union matters.

(b) Every employer shall grant reasonable facilities to shop stewards appointed by all employees of each individual factory to collect subscriptions during working hours limited to one hour per week on the usual pay day of the establishment.

19. STOP ORDERS.

An employer shall upon written request of his employee, deduct from the employee's wages the subscriptions payable to the Sweet Workers' Union in terms of the Union's Constitution, and shall forward the full amount so deducted to the Trade Union concerned. Notwithstanding the cancellation of the written request, the deductions shall continue during the notice period of three months which the employee is required to give to the Union to terminate his membership.

20. AGENTS.

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

21. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen (15) years.

22. CERTIFICATE OF SERVICE.

(1) An employer shall, upon termination of the contract of employment of any employee, other than a casual labourer, furnish such employee with a certificate of service, without alteration in the form prescribed in Annexure B.

(2) The certificate referred to in sub-clause (1) above, shall be supplied by the Council and shall be issued by an employer, in triplicate; the original being handed to the employee concerned, one copy being forwarded to the Council together with the monthly return prescribed in Annexure A and one copy retained by the employer for record purposes.

(3) The certificate shall be issued in each and every case of termination of employment, and in the event of it not being possible to hand the original to the employee concerned it shall be forwarded to him at his last known address, or if this is not available it shall be forwarded to the Secretary of the Council.

23. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual labourer shall give not less than one week's notice in writing, in the form prescribed in Annexure C, of his intention to terminate the contract of employment; provided that this shall not affect—

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

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

(2) Should an employer fail to give notice as provided in sub-section (1) hereof, he shall pay his employee an amount equivalent to one week's remuneration, or when an Agreement is entered into in terms of the second proviso to sub-clause (1), equivalent to the period of notice agreed upon. Should an employee fail to give notice as provided for in sub-section (1) hereof, the employer may retain any remuneration which is in the process of accrual at the time of termination of his contract of employment.

(3) The notice referred to in sub-clause (1) shall take effect from pay day; provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7 or sick leave in terms of clause 8.

24. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in some conspicuous place upon his premises where it may easily be read by his employees, a copy of this Agreement in the form prescribed by the regulations under the Act.

Signed at Johannesburg, this 29th day of August, 1952, on behalf of the parties.

HAYDÉE LE ROUX, *Chairman.*

N. C. COLEMAN, *Vice-Chairman.*

W. B. FLOWERS, *Secretary.*

AANHANGSEL A.

MAANDELIKSE OPGAWA VAN ARBEIDSKRAGTE EN HEFFINGS.

[Moet aan die einde van elke maand aan die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg) gestuur word.
Posbus 4172, Johannesburg.]

Naam van firma	Adres	Maand
Opgawe vir die maand 19		

IN DIENS GENEEM EN ONTSLAAN.

Diens-sertifikaat.	Pas-nommer.	Naam van werknemer.	Ambag.	Basiese loon.	Lewens-kostetoelae.	Datum in diens geneem.	Datum-ontslaan.

WERKNEMERS WAT HEFFINGS MOET BETAAL.

Getal vorige opgawe
Plus in diens geneem
 TOTAAL
 Min ontslaan
 Getal op datum van hierdie opgawe

WERKNEMERS SE SKAAL VAN BYDRAES.

Arbeiders 1d. per week.
 Alle ander werknemers 3d. per week.

WERKGEWER SE BYDRAE.

'n Gelyke bedrag.

HEFFINGS BETAALBAAR.

Getal werknemers.		Week geëindig.	Kortings.*		Werknemers se bydraes.			Werkgewers se bydraes.			Totaal.		
Teen 1d.	Teen 3d.		Teen 1d. per week.	Teen 3d. per week.	£	s.	d.	£	s.	d.	£	s.	d.

Hierby tjek £

* Sien klousule 13 van die ooreenkoms.

LET WEL.

1. Ambag beteken die soort werk wat deur werknemer gedoen word, t.w. indoop, verpak, vermeng, ens.
2. Die oorspronklike opgawe moet aan die sekretaris van die Raad gestuur word. Die duplikaat moet vir voorlê by later inspeksie bewaar word.
3. As daar te min ruimte op hierdie vorm is, verstek asseblief aanvullende getikte lysste.
4. Volledige lysste van werknemers moet *alleen by eerste indiening van hierdie vorm* verstrek word.
5. Volgende lysste hoef *alleen indiensnemings en ontslae* te vermeld.

ANNEXURE A.

MONTHLY LABOUR AND LEVIES RETURN.

[To be submitted at the end of each month to the Industrial Council for the Sweetmaking Industry (Johannesburg),
P.O. Box 4172, Johannesburg.]

Name of Firm	Address	Month of
Return for the month of 19		

ENGAGEMENTS AND DISCHARGES.

Certificate of Service Number.	Pass Number.	Name of Employee.	Occupation.	Basic Wage.	C.O.L. Allowance.	Date of Engagement.	Date of Discharge.

EMPLOYEES LIABLE FOR LEVIES.		EMPLOYEES' SCALE OF CONTRIBUTIONS.	
Number as per last return.....	_____	Labourers.....	1d. per week.
Add Engagements.....	_____	All other employees.....	3d. per week
TOTAL.....	_____	EMPLOYERS' CONTRIBUTION.	
Less Discharges.....	_____	A like Amount.	
Number at date of this return.....	_____		

LEVIES PAYABLE.

Number of Employees.		Week Ending.	Deductions.*		Employees Contributions.			Employers Contributions.			Total.		
At 1d.	At 3d.		At 1d. Per Week.	At 3d. Per Week.	£	s.	d.	£	s.	d.	£	s.	d.

Cheque herewith..... £ _____

* Vide section 13 of the Agreement.

NOTES.

1. Occupation means the type of work performed by employee, e.g. dipping, packing, mixing, etc.
2. The original return should be forwarded to the Secretary of the Council. The duplicate copy must be retained for production at subsequent inspections.
3. If insufficient space is provided on the form please submit supplementary typed lists.
4. Full lists of employees are required on the first submission of this form only.
5. Subsequent lists merely to indicate engagements and discharges.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG).
(Geregistreer kragtens die Nywerheid-versoeningwet, 1937.)

Posbus 4172.
Telefoon 33-5766.

POWER HOUSE 303,
FRASERSTRAAT 21.
JOHANNESBURG.

DIENSSERTIFIKAAT.

Naam van werkgewer.....
 Volle naam van werknemer.....
 Ambag..... (Pasno.).....
 Indien werknemer ongekwalifiseerd is, noem totale maande ondervinding in huidige ambag in die nywerheid as geheel..... maande.
 Datum in diens getree.....
 Datum uit diens getree.....
 Loonskaal by uitdienstreding: Loon..... £.....
 Lewenskostoelae..... £.....
 Langdienstoelae..... £.....
 TOTAAL..... £.....

Verlofbetaling uitbetaal £.....:.....s.....d. vir.....dae verlof verskuldig.

Laaste verhogingsdatum.....

No. van sertifikaat van laaste werkgewer.....

Getal dae betaalde siekteverlof van 1 Januarie 19..... tot datum van hierdie sertifikaat.....

Handtekening van Werknemer.....

Handtekening van Werkgewer.....

Datum van Uitreiking.....

Nommer.....

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG).

KENNISGEWING VIR DIENSBEEÏNDIGING.

Aan.....
 Hierby gee ek een week kennis, met ingang van.....(dag van die week) die.....van.....
 195..... om my/u diens te beëindig.

Handtekening.....

Datum.....

Handtekening van ontvanger.....

As ontvanger se handtekening nie verkry kan word nie, meld redes.....

ANNEXURE 'B'

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG).

(Registered under the Industrial Conciliation Act, 1937.)

P.O. Box 4172.
Telephone: 33-5766.

303 POWER HOUSE,
21 FRASER STREET,
JOHANNESBURG.

CERTIFICATE OF SERVICE.

CERTIFICATE OF SERVICE

Name of employer _____

Full name of employee _____

Occupation _____ (Pass No.) _____

If employee is unqualified, state total completed months of experience in present occupation in the Industry as a whole _____ months.

Date commenced service _____

Date service terminated _____

Rate of pay at time of leaving: Wage _____ £

Cost of living allowance _____ £

Long service allowance _____ £

TOTAL _____ £

Leave pay paid £ s. d. for Days leave due.

Date of last increase.

Number of certificate produced by employee from last employer:

Number of days paid sick leave during period 1st January, 19____, to the date of this Certificate _____

(Employee's Signature.)

(Employer's Signature.)

Date of Issue:

Number

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG).

NOTICE OF TERMINATION OF EMPLOYMENT.

To _____
I hereby tender one week's notice [commencing on _____ (day of week) the _____ of _____, 195____], to terminate my/your employment.

Date _____

Signature.

Signature of recipient

If signature of recipient cannot be obtained, state reasons.

* No. 610.] [20 Maart 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

LEKKERGOEDNYWERHEID, JOHANNESBURG.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby, ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergeroednywerheid, bekendgemaak by Goewermientskennisgewing No. 609 van 20 Maart 1953 vir die persone wie se werksure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 610.] [20 March 1953.
 FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.

SWEETMAKING INDUSTRY, JOHANNESBURG.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweetmaking Industry, published under Government Notice No. 609 of the 20th March, 1953, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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