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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1989.] [11 September 1953.
NYWERHEID-VERSOENINGSWET, 1937.

BAK- EN BANKETNYWERHEID, PRETORIA.

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 hiertoe verskyn en op die Bak- en Banketnywerheid betrekking het, vanaf die 28ste dag van Oktober 1953 en vir die tydperk wat op die 27ste dag van Oktober 1954 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 19 en 22 tot en met 26 van genoemde Ooreenkoms vervat, vanaf die 28ste dag van Oktober 1953 en vir die tydperk wat op die 27ste dag van Oktober 1954 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraats-distrik Pretoria (met inbegrip van daardie gedeelte wat na die magistraatsdistrik Groblersdal by Proklamasie No. 225 van 1941 oorgeplaas is maar uitsluitende die plaas Geelbeksvlei No. 345); en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 19 en 22 tot en met 26 van genoemde Ooreenkoms, vanaf die 28ste dag van Oktober 1953 en vir die tydperk wat op die 27ste dag van Oktober 1954 eindig, in die magistraats-distrik Pretoria (met inbegrip van daardie gedeelte wat na die magistraatsdistrik Groblersdal by Proklamasie No. 225 van 1941 oorgeplaas is maar uitsluitende die plaas Geelbeksvlei No. 345), *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing 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. 1989.] [11 September 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and Confectionery Industry, shall be binding from the 28th day of October, 1953, and for the period ending the 27th day of October, 1954, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 19 (inclusive) and 22 to 26 (inclusive) of the said Agreement shall be binding from the 28th day of October, 1953, and for the period ending the 27th day of October, 1954, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of Pretoria (including that portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, but excluding the farm Geelbeksvlei No. 345); and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Pretoria (including that portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, but excluding the farm Geelbeksvlei No. 345) and from the 28th day of October, 1953, and for the period ending the 27th day of October, 1954, the provisions contained in clauses 3 to 17 (inclusive), 19 and 22 to 26 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said Industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BAK- EN BANKET-
NYWERHEID, PRETORIA.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan tussen die

Pretoria Master Bakers' Association

(hieronder genoem die „werkgewers” of die „werkgewersorganisasie”), aan die een kant, en die

National Baking Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Bak- en Banket-nywerheid (Pretoria).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Pretoria, met uitsondering van die plaas Geelbeksvelei No. 345, maar insluitende daardie gedeelte wat by Proklamasie No. 225 van 1941 na die magistraatsdistrik Groblersdal oorgeplas is, nagekom word deur alle lede van die werkgewersorganisasie wat werkgewers is binne die betekenis van die Wet en wat die bak- en banketnywerheid uitoefen en deur alle lede van die vakvereniging wat werknemers is binne die betekenis van die Wet, maar is op vakleerlinge, in diens onder skriftelike vakleerlingskapkontrakte, van toepassing slegs vir sover dit nie teenstrydig met die bepalings van die Wet op Vakleerlinge, 1944, is nie, ook nie met 'n kontrak of voorwaardes kragtens dié Wet gesluit of vasgestel nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir een jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by elke verwysing na 'n Wet is ook elke wysiging van sodanige Wet inbegrepe en behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui, ook vrouens in; voorts tensy dit teenstrydig is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „volwassene”, 'n werknemer (uitgesonderd 'n vakleerling) wat 21 jaar oud of ouer is;
- „vakleerling”, 'n werknemer wat in diens is onder 'n skriftelike vakleerlingskapkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is;
- „bakker”, 'n werknemer, uitgesonderd 'n bakkersassistent, wat vir minstens vier jaar onder 'n skriftelike vakleerlingskapkontrak, of vyf jaar sonder 'n skriftelike vakleerlingskapkontrak, bakkerswerk verrig het, en wat bakkerswerk verrig;
- „bakkersassistent”, 'n werknemer, uitgesonderd 'n vakleerling, of ongeskoolde arbeider, wat die bakker help;
- „bakkerswerk”, met die hand of masjien aanmaak of meng van deeg en/of die aanmaak of bak van deeg of brood;
- „Bak- en Banketnywerheid”, die nywerheid waarin werkgewers en werknemers verbonde is met die doel om brood en/of banket vir verkoop te maak of te vervaardig;
- „banketbakker”, 'n werknemer, uitgesonderd 'n banketbakkersassistent, wat vir minstens vyf jaar banketbakkerswerk verrig het onder 'n skriftelike vakleerlingskapkontrak, of ses jaar sonder 'n skriftelike vakleerlingskapkontrak en wat banket maak;
- „banketbakkersassistent”, 'n werknemer, uitgesonderd 'n vakleerling of ongeskoolde arbeider, wat die banketbakker help;
- „banket”, ook koek, tert, beskuitjies, pastei, botterkoekies, bolletjies en klein gebak waarin suurdeeg as rysmiddel gebruik word;
- „Raad”, die Nywerheidsraad vir die Bak- en Banketnywerheid (Pretoria), wat ingevolge artikel *twee* van die Nijwerheid-Verzoenings Wet, 1924, geregistreer is en beskou word geregistreer te wees ingevolge artikel *negtien* van die Wet;
- „broodafleweringswerknemer”, 'n werknemer wat te voet of met 'n fiets stootwaentjie of kruitwa of 'n handvoertuig, brood aflewer volgens los bestellings wanneer dit nodig is, aan nie meer as tien klante op een en dieselfde dag nie;
- „banketafleweringswerknemer”, 'n werknemer wat te voet of met fiets, stootwaentjie of kruitwa of handvoertuig banket aflewer volgens los bestellings;
- „deeg”, die produk wat verkry word as een of meer van die bestanddele wat gebruik word vir die maak van brood met die hand en/of in 'n masjien gemeng word;
- „bestelwabestuurder”, 'n werknemer wat 'n bestelwa bestuur in teenwoordigheid en onder toesig van die verkoopbediende;
- „ondervinding”—

- (a) die totale tydperk of tydperke wat 'n werknemer as 'n bakker en/of banketbakker in diens is en ten opsigte waarvan hy, tot bevrediging van die Raad, bewys lewer;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND
CONFECTIONERY INDUSTRY (PRETORIA).

AGREEMENT

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

Pretoria Master Bakers' Association

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

National Baking Industrial Union

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

being the parties to the Industrial Council for the Baking and Confectionery Industry (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Pretoria, excluding the farm Geelbeksvelei No. 345, but including that portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, by all members of the employers' organization who are employers within the meaning of the Act, and are engaged in the Baking and Confectionery Industry, and by all members of the trade union who are employees within the meaning of the Act but shall apply to apprentices serving under written contracts of apprenticeship only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any other contract entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expressions used in this Agreement which have been defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act and unless the contrary intention appears, words importing the male gender shall include females; further, unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1937;
- “adult” means an employee (other than an apprentice) of the age of 21 years or over;
- “apprentice” means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944;
- “baker” means an employee other than a baker's assistant, who has been employed in baking for not less than four years under a written contract of apprenticeship or five years without a written contract of apprenticeship and is employed in baking;
- “baker's assistant” means an employee, other than an apprentice, or unskilled labourer, who assists the baker;
- “baking” means the making or mixing of dough by hand or machine and/or the making or baking of dough or bread;
- “Baking and Confectionery Industry” means the Industry in which employers and employees are associated for the purpose of making or manufacture of bread and/or confectionery for sale;
- “confectioner” means an employee other than a confectioner's assistant who has been employed in the making of confectionery for not less than five years under a written contract of apprenticeship or six years without a written contract of apprenticeship and is employed in the making of confectionery;
- “confectioner's assistant” means an employee, other than an apprentice or unskilled labourer, who assists the confectioner;
- “confectionery” includes cakes, pastries, biscuits, pies, scones, buns and yeast-raised small goods;
- “Council” means the Industrial Council for the Baking and Confectionery Industry (Pretoria), registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section *nineteen* of the Act;
- “bread delivery employee” means an employee who, on foot or cycle or with a handcart or a wheelbarrow, or any manually-propelled vehicle, delivers bread on casual orders, as and when required, to not more than ten customers, on any one day;
- “confectionery delivery employee” means an employee who, on foot or cycle or with a handcart or a wheelbarrow, or any manually-propelled vehicle, delivers confectionery on casual orders;
- “dough” means the product of the admixture by hand and/or machines of one or more of any of the ingredients used in the production of bread;
- “driver” means an employee who drives a van in the company of and under the supervision of the salesman;
- “experience” means—

- (a) the total period or periods during which an employee has been employed in baking and/or in the making of confectionery, in respect of which he furnishes proof to the satisfaction of the Council;

(b) in verband met 'n bestelwabediende-assistent, ongeskoolde arbeider, broodafleweringswerknemer en banketafleweringswerknemer, die totale dien tydperk of tydperke van 'n werknemer in die bak- en/of banket-nywerheid, ten opsigte waarvan hy, tot bevrediging van die Raad, bewys lewer;

„voorman”, 'n bakker of banketbakker wat belas is met die toesig oor 'n skof wat bakwerk doen en/of banket maak;

„uurloon”, die weekloon gedeel deur—

(a) 50 ten opsigte van werknemers uitsluitlik in diens vir afleweringswerk;

(b) 46 ten opsigte van alle ander werknemers;

„los werker”, 'n bakker, 'n banketbakker, 'n bakkersassistent of 'n banketbakkersassistent wat vir hoogstens drie dae in 'n week by dieselfde werkgewer werk;

„jeugdige”, 'n werknemer wat nog nie een-en-twintig jaar oud is nie;

„verkoopbediende”, 'n werknemer belas met die toesig oor 'n bestelwa en wat in diens is in verband met die aflewering van brood en/of banket, hetsy hy bo en behalwe sy ander pligte 'n meganiese bestelwa of perdebestelwa bestuur of nie; dit beteken ook 'n werknemer wat te voet of met 'n fiets, stootwaentjie, kruiwa of handvoertuig, brood aflewer aan meer as tien klante op een en dieselfde dag;

„diens”, met betrekking tot verkoopbediende, dat alle dienstydperke wat 'n verkoopbediende in die bak- en banket-nywerheid in die hoedanigheid van verkoopbediende het, ingeslote is;

„skof”, 'n aantal werknemers wat 'n ononderbroke tydperk van minstens twee uur werk;

„ongeskoolde arbeider”, 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—

Dra of stapel van materiaal of klaargemaakte goedere, gereedskap of meelblom; skoonmaak van werkplekke, persele, voertuie of diere; met vet insmeer of vir gebruik gereedmaak of was of skoonmaak van bakke, panne, kassies, blikke, masjiene, gerei, vlampepe, skoorstene, roetvangers, was van bolletjies en brood, klaargemaakte goedere hanteer, brandstof na vure dra of dit daarin sit; as verwyder.

Vir die toepassing van hierdie woordbepaling, sluit die woorde „dra van materiaal” ook in deeg uit 'n mengmasjiene neem en in 'n trog plaas, en uit 'n trog neem en in 'n vultreger plaas, maar nie die ontvang van deeg uit 'n masjiene of andersins hanteer van deeg nie;

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

„bestelwahuip”, 'n werknemer wat 'n verkoopbediende vergesel en hom in die algemeen help, behalwe met 'n handvoertuig.

By die indeling van 'n werknemer word dit beskou dat hy onder dié klas ressorteert waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

(1) Onderworpe aan die bepalinge van subartikels (5) en (6) van hierdie artikel en artikel 5 van hierdie Ooreenkoms, moet onderstaande minimum lone aan ondergenoemde klasse werknemers betaal word en geen werknemer mag laer lone as onderstaande aanneem nie:—

(a) Volwassenes—

	Per week.
	£ s. d.
(i) Voorman-bakker	8 10 0
(ii) Voorman-banketbakker	8 10 0
(iii) Bakker	7 0 0
(iv) Banketbakker	7 0 0
(v) Bakkersassistent	3 0 0
(vi) Banketbakkersassistent	3 0 0

(b) Verkoopbediende—

Eerste jaar diens	4 10 0
Tweede jaar diens	5 0 0
Derde jaar diens	5 10 0
Vierde en vyfde jaar diens	6 0 0
Sesde jaar en daaropvolgende jare diens	7 0 0
(c) Bestelwabestuurder (volwassene of jeugdige)	3 0 0

(d) Ongeskoolde arbeider—

die eerste 12 maande ervaring	1 7 6
daarna	1 12 6

(e) Bestelwahuip—

die eerste 12 maande ervaring	1 7 6
daarna	1 12 6

(f) Broodafleweringswerknemer—

die eerste 12 maande ervaring	1 7 6
daarna	1 12 6

Banketafleweringswerknemer—

die eerste 12 maande ervaring	1 7 6
daarna	1 12 6

(g) Los werker—

	Per uur.
	£ s. d.
(i) bakker of banketbakker	0 3 0
(ii) bakkersassistent of banketbakkersassistent	0 1 9
met 'n minimum betaling aan elke sodanige los werker van vier uur se loon op elke dag waarop hy werk.	

(b) in relation to a van assistant, unskilled labourer, bread delivery employee, and confectionery delivery employee, the total period or periods of employment which the employee has had in the Baking and/or Confectionery Industry, in respect of which he furnishes proof to the satisfaction of the Council;

„foreman” means a baker or confectioner who is in charge of any shift employed in baking and/or the making of confectionery;

„hourly wage” means the weekly wage divided by—

(a) 50 in respect of employees employed exclusively in delivery work;

(b) 46 in respect of all other employees;

„jobber” means a baker, a confectioner, a baker's assistant, or a confectioner's assistant who is employed for not more than three days in any one week by the same employer;

„juvenile” means an employee under the age of twenty-one years;

„salesman” means an employee in charge of a van, engaged in the delivery of bread and/or confectionery, whether or not, in addition to his other duties he drives a mechanically propelled or horse-drawn van. It also means an employee, who on foot or cycle, or with a hand-cart, or wheelbarrow, or any manually-propelled vehicle, delivers in the case of bread, to more than ten customers, on any one day;

„service” in relation to a salesman, shall include all periods of employment a salesman has had in the Baking and Confectionery Industry, in the capacity of a salesman;

„shift” means a body of employees working a consecutive period of not less than two hours;

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

Carrying or stacking materials, or finished articles, utensils or flour; cleaning workshops, premises, vehicles, or animals; greasing or preparing for use or washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke-stacks, soot boxes, washing of buns and bread, handling finished articles; carrying or feeding fuel to furnaces; removing ashes;

for the purpose of this definition, the words „carrying materials” shall include taking dough from a mixer into a trough and from a trough into a hopper but shall not include receiving dough from a machine or otherwise handling dough; „van” means an animal-drawn or mechanically-propelled vehicle used for the delivery of bread and/or confectionery; „van assistant” means an employee who accompanies and generally assists a salesman other than on a manually-propelled vehicle.

In classifying an employee, he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES.

(1) Subject to the provisions of sub-sections (5) and (6) of this section and section 5 of this Agreement, the following minimum wages shall be paid to the undermentioned classes of employees, and no employee shall accept less than these wages:—

(a) Adults—

	Per Week.
	£ s. d.
(i) Foreman baker	8 10 0
(ii) Foreman Confectioner	8 10 0
(iii) Baker	7 0 0
(iv) Confectioner	7 0 0
(v) Bakers Assistant	3 0 0
(vi) Confectioners Assistant	3 0 0

(b) Salesman—

First year of service	4 10 0
Second year of service	5 0 0
Third year of service	5 10 0
Fourth and fifth year of service	6 0 0
Sixth and subsequent years of service	7 0 0

(c) Driver (adult or juvenile)

	3 0 0
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(d) Unskilled labourer—

for the first twelve months of experience	1 7 6
thereafter	1 12 6

(e) Van assistant—

for the first twelve months of experience	1 7 6
thereafter	1 12 6

(f) Bread delivery employee—

for the first twelve months of experience	1 7 6
thereafter	1 12 6

Confectionery delivery employee—

for the first twelve months of experience	1 7 6
thereafter	1 12 6

(g) Jobber—

	Per Hour.
	£ s. d.
(i) Baker or confectioner	0 3 0
(ii) Baker or confectioner's assistant	0 1 9
with a minimum payment to each such jobber of four hours' pay on each day on which he is employed.	

(2) 'n Werknemer van wie vereis, of wat toegestaan word om op 'n dag twee of meer soorte werk waarvoor verskillende minimum lone voorgeskryf word, te verrig, moet vir al die tyd wat hy op daardie dag werk teen die hoogste van sodanige verskillende minimum lone betaal word.

(3) 'n Bakkersassistent, of banketbakkersassistent of vakleerling mag nie in die hoedanigheid van 'n opsigter in 'n inrigting te werk gestel word nie.

(4) 'n Werknemer kan nie verplig word om as deel van sy dienskontrak by die werkgever, of by 'n plek deur die werkgever aangewys, kos, of huisvesting aan te neem nie, of om van die werkgever goedere te koop nie. 'n Werknemer wat toegelaat word om van sy werkgever dié goedere te koop, mag nie verplig of toegelaat word om daarvoor meer as die netto groothandelprijs te betaal nie. 'n Werknemer wat instem om van sy werkgever kos, huisvesting of albei aan te neem, kan nie verplig of toegelaat word om meer as 6s. (ses shillings) per week vir kos en huisvesting, of 4s. (vier shillings) per week net vir kos, of 2s. (twee shillings) per week net vir huisvesting te betaal nie.

(5) Die lone in hierdie Ooreenkoms voorgeskryf, is minimum lone en sluit nie die betaling van hoër lone uit nie.

(6) Niks in hierdie Ooreenkoms het die uitwerking om die loon, aan enige werknemer vóór die datum waarop die Ooreenkoms in werking tree betaal, te verminder nie.

5. LOS WERKNEMERS.

Indien aan 'n los werker, binne 46 uur nadat hy begin werk het, meegedeel word dat van hom verlang word om 'n hele week of langer te werk, moet hy betaal word teen die loon wat betaalbaar is aan werknemers by die week wat dieselfde soort werk doen, en die ander diensvoorwaardes, wat in hierdie Ooreenkoms vir dié werknemers voorgeskryf word, is, behoudens die bepalinge van subartikel (2) van artikel 14 van hierdie Ooreenkoms, ook op hom van toepassing.

6. BETALING VAN LONE EN OORTYDLONE.

(1) Lone en oortyd lone moet weekliks, of by diensbeëindiging, indien dit voor die gebruikelike betaaldag van die inrigting val, kontant betaal word.

(2) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie.

(3) Indien werk in 'n inrigting verrig word deur werknemers wat in spanne of in ploë georganiseer is, moet elke werknemer se verdienste deur die werkgever aan hom uitbetaal word.

(4) Geen ander bedrae van watter aard ook, behalwe onderstaande, mag van 'n werknemer se verdienste afgetrek word nie—

- (a) indien 'n werknemer van die werk afwesig is, 'n *pro rata* bedrag vir die duur van dié afwesigheid;
- (b) met skriftelike toestemming van die werknemer, kortings vir vakansie-, siekte-, versekerings- of pensioenfondse;
- (c) heffings ingevolge artikel 16 van hierdie Ooreenkoms;
- (d) elke bedrag wat deur 'n werkgever, ingevolge 'n verpligting hom opgelê by wet, ordonnansie of regsgeeding, ten behoeve van 'n werknemer betaal word;
- (e) kortings ingevolge artikel 21 (3) van hierdie Ooreenkoms;
- (f) met dié skriftelike toestemming van bestelwamane vir tekorte aan kontant inbetaal en/of vir koepons wat deur bestelwamane verloor word.

7. GETALLEVERHOUDING VAN WERKNEMERS.

(1) In 'n inrigting moet een voorman-bakker of een voorman-banketbakker in diens wees. Op elke skof in diens moet een bakker en/of banketbakker in diens wees voordat onderskeidelik 'n bakkers- en/of banketbakkersassistent in diens kan wees.

(2) Vir elke voorman-bakker of bakker en vir elke voorman-banketbakker of banketbakker kan een vakleerling in diens geneem word.

(3) 'n Bakker wat ook die werk van 'n banketbakker doen en 'n banketbakker wat ook die werk van 'n bakker doen, kan as 'n bakker of as 'n banketbakker beskou word, maar nie as albei nie.

(4) Vir die toepassing van hierdie artikel kan 'n werkgever wat geheel of hoofsaaklik in sy eie inrigting werk, slegs as 'n voorman-bakker of voorman-banketbakker beskou word; met dien verstande dat hy al minstens vier jaar lank onder 'n skriftelike vakleerlingkontrak bakkers- en/of banketbakkerswerk verrig het, of minstens vyf jaar ondervinding van bakkers- en/of banketbakkerswerk het; en met dien verstande dat hy sy naam in die tyd- en loonregister laat inskryf en daarby duidelik dié beroep of beroepe waarin hy aldus werksaam is, vermeld. Voorts kan 'n werkgever wat nie geheel of hoofsaaklik in sy eie inrigting werk nie, as 'n verkoopbediende-beskou word, al is hy nie gekwalifiseer om as 'n voorman-bakker of voorman-banketbakker beskou te word nie; met dien verstande dat hy sy naam in die tyd- en loonregister laat inskryf en daarby duidelik dié beroep of beroepe waarin hy aldus werksaam is, vermeld.

(5) (a) Vir elke verkoopbediende kan hoogstens vier bestelwabediende-assistente in diens wees.

(b) 'n Verkoopbediende kan nie met dié toesig oor meer as een bestelwa belas word nie.

(6) Hoogstens een lid van 'n firma of vennootskap kan vir die toepassing van hierdie artikel as 'n werkgever beskou word.

(7) Vir elke voorman-bakker en/of voorman-banketbakker in diens, kan onderskeidelik twee bakkers- en/of banketbakkers-assistente in diens wees. Vir elke bakker en/of banketbakker in diens op 'n skof, kan hoogstens onderskeidelik twee bakkers- en/of banketbakkersassistentie in diens wees.

(2) An employee who, in any one day is required or allowed to perform two or more classes of work for which different minimum wages are prescribed shall be paid for the whole time worked on that day at the higher or highest of such different minimum wages.

(3) No baker's assistant or confectioner's assistant or apprentice shall be employed in a supervisory capacity in any establishment.

(4) No employee shall be required as part of his contract of service to board or lodge with the employer or at any place nominated by the employer or to purchase any goods from the employer. An employee who is allowed to purchase any such goods from his employer shall be charged or allowed to pay for such goods not more than the net wholesale price. An employee who agrees to accept board or lodging or both from his employer shall not be required or allowed to pay more than 6s. (six shillings) per week for board and lodging or 4s. (four shillings) per week for board only or 2s. (two shillings) per week for lodging only.

(5) In this Agreement all the wages prescribed are minimum wages and do not prevent the payment of higher wages.

(6) Nothing in this Agreement shall operate to reduce the wage which was being paid to any employee prior to the date of this Agreement.

5. JOBBERS.

If within 46 hours after starting work a jobber is notified that he is required to work a full week or longer, he shall be paid at the rate payable to weekly employees performing the same class of work and save as is provided in sub-section (2) of section 14 of this Agreement be subject to the other conditions prescribed in this Agreement for such employees.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and overtime shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the establishment.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

(3) Where, in any establishment, work is performed by employees organized in sets or teams, each employee shall be paid his earnings by the employer.

(4) No deductions of any kind other than the following may be made from the earnings of an employee:—

- (a) Where an employee is absent from work, a *pro rata* amount for the period of such absence;
- (b) with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;
- (c) levies in terms of section 16 of this Agreement;
- (d) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee;
- (e) deductions in terms of section 21 (3) of this Agreement;
- (f) with the written consent of vanmen for shortages on cash paid in and/or for coupons lost by vanmen.

7. PROPORTION OR RATIO OF AGREEMENT.

(1) In any establishment one foreman baker or one foreman confectioner shall be employed. Upon every shift employed there shall be employed one baker and/or confectioner, before any baker's assistant and/or confectioner's assistant, respectively, may be employed.

(2) For each foreman baker, or baker, and for each foreman confectioner or confectioner, there may be employed one apprentice.

(3) A baker who also does the work of a confectioner and a confectioner who also does the work of a baker may be reckoned as either a baker or a confectioner, but not as both.

(4) For the purpose of this section an employer who is wholly or substantially engaged in his own establishment may be reckoned only as a foreman baker or a foreman confectioner; provided that he has been employed in baking and/or making of confectionery for not less than four years under a written contract of apprenticeship or has had not less than five years experience in baking and/or the making of confectionery, and has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is so engaged. Further, an employer who is wholly or substantially engaged in his own establishment, though not qualified to be reckoned as a foreman baker or a foreman confectioner, may be reckoned as a salesman; provided he has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is so engaged.

(5) (a) For each salesman not more than four assistants may be employed.

(b) A salesman shall not be in charge of more than one van.

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

(7) For each foreman baker and/or foreman confectioner employed there may be employed two assistant bakers and/or two assistant confectioners, respectively. For each baker and/or confectioner employed upon any shift there shall not be more than two assistant bakers and/or assistant confectioners, respectively employed.

8. WERKURE EN OORTYDWERK.

(1) Die gewone werkure van verkoopbediendes, bestelwahupe, en ander werknemers wat uitsluitlik afleveringswerk verrig, mag nie meer as onderstande wees nie:—

- (i) 50 uur in 'n week van Maandag tot Saterdag;
- (ii) 9 uur op 'n dag van Maandag tot Vrydag (etensuur inkluis) en 11 uur op Saterdag (etensuur inkluis).

(2) Die gewone werkure van alle ander werknemers mag nie meer as 46 uur in 'n week (uitsluitende etensure) wees nie.

(3) Geen werkgewer mag van 'n werknemer vereis en/of hom toelaat om brood en/of banket op enige manier hoegenaamd van die werkgewer se perseel te verwyder en/of daarvan af te lewer en/of te lewer en/of te oorhandig nie, en geen werknemer of werkgewer mag brood en/of banket op enige manier hoegenaamd van die werkgewer se perseel verwyder en/of daarvan aflewer en/of lewer en/of oorhandig nie:—

- (i) voor 6.30 v.m. op enige dag van Maandag tot Saterdag;
- (ii) op 'n Sondag;
- (iii) op 'n openbare vakansiedag;
- (iv) na 3.30 n.m. op enige dag van Maandag tot Vrydag as sodanige dag nie 'n openbare vakansiedag onmiddellik voorafgaan nie;
- (v) na 5.30 n.m. op enige dag van Maandag tot Vrydag as sodanige dag 'n openbare vakansiedag onmiddellik voorafgaan; of
- (vi) na 5.30 n.m. op 'n Saterdag.

(4) (a) Die werkure van werknemers op 'n dag moet opeenvolgend wees, behalwe dat werknemers twee ononderbroke tussenposes van 'n halfuur elk vir etensure toegestaan moet word, wat voor die beëindiging van ononderbroke diens van vyf uur geneem moet word.

(b) Geen werkgewer kan van 'n werknemer, behalwe 'n werknemer wat uitsluitlik afleveringswerk verrig, vereis of hom toelaat, om vir meer as agt uur op 'n dag te werk nie, uitsluitende etensure, behalwe dat 'n werkgewer van 'n werknemer kan vereis of hom kan toelaat om oortyd vir 'n totale tydperk van 10 uur in 'n week te werk; met dien verstande dat van geen vroulike werknemer vereis of sy toegelaat mag word om—

- (i) tussen 6 n.m. en 6 v.m.; of
- (ii) op meer as vyf dae in 'n week na 1-uur n.m. te werk nie; voorts met dien verstande dat van geen vroulike werknemer vereis, of haar toegestaan mag word om—

- (i) vir meer as twee uur op 'n dag;
- (ii) op meer as drie opeenvolgende dae;
- (iii) op meer as sestig dae in 'n jaar;
- (iv) na beëindiging van haar gewone werkure vir meer as een uur op 'n dag, oortyd te werk nie, tensy die werkgewer—
- (a) dié werknemer voor 12-uur middag daarvan in kennis gestel het; of
- (b) dié werknemer van 'n behoorlike ete voorsien het alvorens sy met oortyd moet begin; of
- (c) dié werknemer betyds 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te nuttig voordat met oortyd begin moet word.

(5) Onderworpe aan die bepaling van subartikel (3) (ii) en (iii) van hierdie artikel, moet vir alle tyd wat werknemers werk bo en behalwe die ure wat in hierdie artikel voorgeskryf word, betaal word teen minstens 1½ maal die gewone loon; met dien verstande dat waar die oortyd, bereken op 'n weeklikse basis, verskil van die oortyd bereken op 'n daaglikse basis, dié basis wat die gunstigste vir die werknemer is, aangeneem moet word.

(6) Elke werkgewer moet vir die gebruik van sy werknemers aan die begin van elke week op 'n opvallende plek in sy inrigting 'n tydrooster vertoon in die vorm van Aanhangsel I van hierdie Ooreenkoms en hy moet die tydrooster gedurende daardie hele week vertoon hou.

(7) Elke werknemer moet, wanneer hy op skof kom, die tyd daarvan op die betrokke tydrooster aanteken en net so die tyd waarop hy sy skof beëindig, aanteken. Elke werkgewer moet vir elke skof die man in beheer aanstel as verantwoordelik vir die aanteken van die werkure van ongeskoolde arbeiders op die skof en net so is alle verkoopbediendes verantwoordelik vir die aanteken van die werkure van hul assistente.

(8) Elke werknemer wat op die tydrooster 'n aantekening maak, moet dit met ink of inktlood doen.

(9) Vir die toepassing van subartikel (2) van hierdie artikel, moet dit beskou word dat 'n werknemer wat nie op 'n publieke vakansiedag werk nie, of wat op so 'n vakansiedag minder werk as sy gemiddelde gewone werkure vir die dag van die week waarop dié vakansiedag val, sy gemiddelde werkure op daardie dag gewerk het.

(10) Elke werkgewer moet die aantekening wat ingevolge hierdie artikel gemaak word, vir 'n tydperk van drie jaar na die datum van die aantekening bewaar en moet te eniger tyd wanneer 'n inspekteur of agent dit gedurende die genoemde tydperk van drie jaar eis, sulke aantekeninge vir inspeksie voorleë.

9. AFLEWERING PER FIETS OF DRIEWIELER.

Geen werkgewer mag die gebruik van meer as twee fietse en/of driewielers toelaat om 'n bestelwa by die aflevering van brood en/of banket te help nie.

10. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGSVOERTUIG.

Elke werkgewer moet sy volle naam en adres op 'n opvallende plek op alle bestelwaens, fietse, of ander voertuie vertoon wat hy by die vervoer, verkoop of aflevering van brood en/of banket gebruik.

8. HOURS OF WORK AND OVERTIME.

(1) The ordinary hours of work of salesmen, van assistants and other employees employed exclusively in delivery work, shall not exceed—

- (i) 50 hours in any week from Monday to Saturday;
- (ii) 9 hours in any day from Monday to Friday, (including the meal break) and 11 hours on Saturday (including the meal break).

(2) The ordinary hours of work of all other employees shall not exceed 46 hours in any week (excluding meal breaks).

(3) No employer shall require, and/or permit any employee to remove and/or deliver and/or supply and/or hand over and no employee nor any employer shall remove and/or deliver and/or supply and/or hand over bread and/or confectionery by any means whatsoever from the employer's premises—

- (i) before 6.30 a.m. on any day from Monday to Saturday;
- (ii) on Sunday;
- (iii) on any Public Holiday;

(iv) after 3.30 p.m. on any day from Monday to Friday, if such day does not immediately precede a Public Holiday;

(v) after 5.30 p.m. on any day from Monday to Friday, if such day immediately precedes a Public Holiday; or

(vi) after 5.30 p.m. on a Saturday.

(4) (a) The working hours of employees on any day shall be consecutive, except that employees shall be allowed two uninterrupted breaks of half an hour each for meal times, to be taken before completion of five hours' continuous work.

(b) No employer shall require or permit an employee, other than an employee engaged exclusively in delivery work, to work for more than eight hours, excluding meal times, on any one day, save that an employer may require or permit an employee to work overtime for a total period of 10 hours in any one week; provided that no female employee shall be required or allowed to work—

- (i) between 6 p.m. and 6 a.m.; or

(ii) after 1 o'clock p.m. on more than five days in any week; provided further that no female employee shall be required or allowed to work overtime—

- (i) for more than two hours on any day;

(ii) on more than three consecutive days;

(iii) on more than sixty days in any year;

(iv) after completion of her ordinary working hours for more than one hour on any day unless the employer has—

- (a) given notice thereof to such employee before midday; or

(b) provided such employee with an adequate meal before she has to commence overtime; or

(c) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(5) Subject to the provisions of sub-sections (3) (ii) and (iii) of this section, time worked by employees in excess of the hours prescribed in this section shall be paid for at the rate of not less than time and a third; provided that where the overtime calculated on a weekly basis differs from the overtime calculated on a daily basis, the basis more favourable to the employee shall be adopted.

(6) Every employer shall, at the commencement of each week, exhibit in a conspicuous place in his establishment, for the use of his employees, a time-sheet in the form of Annexure I to this Agreement, and shall keep such time-sheet continuously exhibited throughout such week.

(7) Every employee shall, at the time of coming on shift, record such time on the time-sheet provided, and shall similarly record the hour of his going off shift.

Every employer shall appoint the man in charge, on each shift, to be responsible for the recording of hours of work of unskilled labourers on shift, and likewise all salesmen shall be responsible for the recording of the hours of work of van assistants.

(8) Every employee making any entry on the time-table, or signing same, shall do so in ink or indelible pencil.

(9) For the purpose of sub-section (2) of this section an employee who does not work on a public holiday or who on such holiday works less than his average ordinary working hours for the day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(10) Every employer shall retain any record made in terms of this section for a period of three years subsequent to the date of the record and shall on demand by an inspector or agent made at any time during the said period of three years produce any such record for inspection.

9. DELIVERY BY BICYCLE OR TRICYCLE.

No employer shall permit the use of more than two bicycles and/or tricycles to assist a van in the delivery of bread and/or confectionery.

10. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES.

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

9. BETALING VIR SONDAG EN SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer op 'n Sondag werk, moet sy werkgever of—

- (a) die werknemer minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaalbaar is; of
- (b) die werknemer besoldiging betaal teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone loonskaal ten opsigte van die totale tydperk wat op dié Sondag gewerk word en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loonskaal, asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) (a) As 'n werknemer nie op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldiging betaal teen 'n skaal van minstens sy gewone loonskaal asof hy op dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) As 'n werknemer op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom besoldiging teen 'n skaal van minstens sy gewone loonskaal betaal ten opsigte van die totale tydperk, wat op dié dag gewerk is, bo en behalwe die besoldiging waartoe hy geregtig sou wees het as hy nie aldus gewerk het nie.

(c) As 'n werknemer op 'n openbare vakansiedag, behalwe Goeie-Vrydag, Geloftedag, Kersdag, of Nuwejaarsdag werk, moet hy betaling ontvang vir die werk wat op so 'n openbare vakansiedag gedoen word, teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone besoldiging ten opsigte van die totale tydperk op dié openbare vakansiedag gewerk en moet hy in plaas van dié vakansiedag, binne sewe dae van dié publieke vakansiedag, een werkdag verlof met volle betaling toegestaan word.

(3) Besoldiging betaalbaar ingevolge 'n bepaling van hierdie artikel, moet aan die betrokke werknemer op of voor die betaal-dag wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar geword het, betaal word.

12. VERLOF MET BETALING.

(1) Werknemers moet verlof met volle besoldiging op alle openbare vakansiedae toegestaan word.

(2) Elke werkgever moet aan elke werknemer by hom in diens ten opsigte van elke twaalf maande by hom in diens, en nie later as twee maande na voltooiing van genoemde tydperk nie, afwesigheidsverlof met volle besoldiging van minstens twee opeenvolgende weke toestaan; met dien verstande dat in die geval van 'n werknemer wat minstens twee jaar ononderbroke diens by dieselfde werkgever gehad het, en wie se besoldiging £5 of meer per week is, drie weke afwesigheidsverlof met volle besoldiging toegestaan moet word; met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval met 'n tydperk wanneer die werknemer onder diensopsegging is of vredestrydopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, (Wet No. 13 van 1912), ondergaan nie; en

(b) as 'n publieke vakansiedag binne die tydperk van sodanige verlof val, die vakansiedag by genoemde tydperk as 'n verdere afwesigheidsverloftydperk met volle betaling gevoeg moet word.

(3) Die werkgever moet aan 'n werknemer aan wie verlof ingevolge subartikel (2) toegestaan is, sy gewone besoldiging ten opsigte van die verloftydperk op of voor die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(4) By diensbeëindiging moet 'n werkgever aan 'n werknemer sy volle loon betaal—

(a) ten opsigte van enige verloftydperk wat vir hom opgeleëp het, maar nie voor die beëindigingsdatum van dié diens toegestaan is nie; en

(b) vir een dag ten opsigte van elke volle maand diens by dieselfde werkgever na die datum waarop hy laas ingevolge subartikel (2) tot verlof geregtig geword het, of in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, na die aanvangsdatum van sy diens; met dien verstande dat die werkgever, waar omstandighede dit toelaat, drie weke afwesigheidsverlof met volle betaling ingevolge subartikel (2) aan 'n werknemer wat minstens twee jaar ononderbroke diens by dieselfde werkgever gehad het en wie se besoldiging £5 of meer per week is, moet toestaan—d.w.s. anderhalfdag ten opsigte van elke volle maand diens by dieselfde werkgever na die datum waarop hy laas ingevolge subartikel (2) tot verlof geregtig geword het.

(5) Elke tydperk wat 'n werknemer—

(a) ingevolge subartikel (2) met verlof is; of

(b) vredestrydopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of

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

(d) weens siekte van werk afwesig is;

moet, onderworpe aan die bepalings van subartikel (6), vir die toepassing van subartikels (2) en (4) as diens beskou word.

(6) Die bepalings van paragraaf (d) van subartikel (5) is nie van toepassing nie ten opsigte van—

(a) elke afwesigheidsverloftydperk weens siekte van meer as drie opeenvolgende dae, as die werknemer na 'n versoek daarom van die werkgever, in gebreke bly om 'n doktersertifikaat in te dien dat hy weens siekte verhinder is om sy werk te doen; of

11. PAYMENT FOR SUNDAYS AND CERTAIN PUBLIC HOLIDAYS.

(1) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee not less than double the remuneration payable in respect of the period ordinary worked by him on a weekday; or

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

(2) (a) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

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

(c) If an employee works on a public holiday, other than Good Friday, Day of the Covenant, Christmas Day or New Year's Day, he shall receive payment for the work performed on such public holiday at a rate not less than one and a third times his ordinary rates of remuneration in respect of the total period worked on such public holiday and shall, in lieu of each such holiday, be granted one working day's leave on full pay, within seven days of such public holiday.

(3) Remuneration payable in terms of any provision of this section shall be paid to the employee concerned not later than the pay-day next succeeding the period in respect of which such remuneration became payable.

12. PAID LEAVE.

(1) Employees shall be granted leave on full pay on all public holidays.

(2) Every employer shall grant to every employee employed by him in respect of each period of twelve months employment with him and not later than two months after the completion of the said period, leave of absence on full pay of not less than two consecutive weeks; provided that in the case of an employee who has had not less than two years continuous service with the same employer and whose remuneration is £5 or more per week, 3 weeks leave of absence on full pay shall be granted; provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and

(b) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(3) The employer shall pay to an employee to whom leave is granted under sub-section (2), his ordinary remuneration in respect of the period of leave, not later than the last working day before the commencement of the said period.

(4) Upon termination of employment, the employer shall pay to an employee his full pay—

(a) in respect of any period of leave which has accrued to him but was not granted before the date of termination of the employment; and

(b) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (2), or in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment; provided that in the case of an employee who has had not less than two years continuous service with the same employer and whose remuneration is £5 or more per week, permitting in such a case, 3 weeks leave of absence on full pay in terms of sub-section (2), one and a half days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of the said sub-clause (2).

(5) Any period during which an employee—

(a) is on leave in terms of sub-section (2); or

(b) undergoes peace training under the South Africa Defence Act, 1912; or

(c) is absent from work on the instruction or at the request of the employer; or

(d) is absent from work owing to illness;

shall, subject to the provisions of sub-section (6), be deemed to be employed for the purposes of sub-sections (2) and (4).

(6) The provisions of paragraph (d) of sub-section (5) shall not apply in respect of—

(a) any period of absence owing to illness of more than three consecutive days, if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work; or

(b) daardie gedeelte van 'n totale afwesigheidsydperk gedurende enige twaalf maande diens wat maar as dertig dae is.

(7) Elke bedrag aan 'n werknemer ingevolge subartikel (3), of subartikel (4) betaal, moet bereken word teen die loonskaal waarteen die werknemer betaal is onmiddellik voor die datum waarop die verlof verskuldig geword het, of na gelang van die geval, sy diens beëindig is.

(8) Alle verlof wat opgeloopt het ingevolge enige vorige Ooreenkoms moet vir die doeleindes van hierdie Ooreenkoms beskou word as verlof wat ingevolge hiervan opgeloopt het, en is onderworpe aan die voorwaardes wat hierin vervat is.

(9) Behalwe die verlof soos bepaal in artikel 12 (2) van hierdie Ooreenkoms, is werknemers in elke dienstydperk van 12 maande tot minstens ses werkdae siekteverlof met volle betaling geregtig; met dien verstande dat elke aaneenlopende tydperk van meer as drie werkdae siekteverlof, indien deur die werkgewer verlang, deur 'n doktersertifikaat deur die betrokke werknemer gestaaf moet word.

(10) Vir die toepassing van hierdie artikel, moet dit beskou word dat „diens” begin vanaf—

(a) die datum waarop die werknemer by sy werkgewer in diens getree het; of na gelang van die jongste datum;

(b) die datum waarop die werknemer ingevolge die vorige Ooreenkoms laas tot afwesigheidsverlof met besoldiging geregtig geword het.

13. DIENSSERTIFIKATE.

(1) Ten einde die loon te kan vasstel wat betaal moet word aan werknemers wat onder subartikel (1) van artikel 4 van hierdie Ooreenkoms val, moet elke werkgewer kosteloos aan so 'n werknemer 'n dienssertifikaat, in die vorm van Aanhangsel II van hierdie Ooreenkoms, uitreik wanneer hy uit die werkgewer se diens tree. Alle sertifikate wat deur 'n werkgewer uitgereik word, moet binne drie dae daarna aan die Sekretaris van die National Baking Industrial Union, Velragerbou 16, Pretoria, vir oorhandiging aan die betrokke werknemers gestuur word.

Alle dienssertifikate wat deur elke werkgewer uitgereik word, moet in volgorde genummer word en 'n duplikaat van elke sertifikaat moet deur hom behou en 'n verdere kopie moet binne drie dae na die datum van uitreiking aan die Sekretaris van die Raad gestuur word.

(2) 'n Werkgewer moet, voordat hy 'n applikant vir werk as 'n jeugdige werknemer (behalwe in die hoedanigheid van 'n ongeskoolde arbeider of 'n bestelwajer) in diens neem, van die applikant 'n dienssertifikaat vorder wat uitgereik is ingevolge die bepalings van subartikel (1) van hierdie artikel, of 'n sertifikaat wat deur die Sekretaris van die Raad onderteken is, en waarin die duur van die applikant se vorige diens in die nywerheid vermeld word.

14. DIENSBEÏNDIGING.

(1) 'n Werkgewer of 'n werknemer moet die diens minstens een week vooraf opsig; met dien verstande dat dit geen inbreuk maak nie op—

(a) die reg van 'n werknemer of van 'n werkgewer om die dienskontrak sonder opsegging te beëindig om 'n goeie rede wat deur die Wet as voldoende erken word;

(b) 'n skriftelike ooreenkoms tussen die werkgewer en werknemer wat voorsiening maak vir 'n langer diensopseggingstermyn as een week; met dien verstande dat die termyn vir albei partye dieselfde is;

en voorts met dien verstande dat 'n werkgewer aan 'n werknemer 'n week se besoldiging kan betaal in plaas van die voorgeskrewe of ooreengekome termyn van opsegging na te kom.

(2) Die bepalings van subartikel (1) van hierdie artikel is nie op los werkers van toepassing nie en in hulle geval kan die dienskontrak sonder opsegging deur enige party beëindig word.

(3) Die diensopseggingstermyn ooreenkomstig hierdie artikel neem nie 'n aanvang voordat verlof wat op die tydstop van diensbeëindiging verskuldig is, geneem is en verstryk het nie.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige goeie en voldoende rede verleen; met dien verstande dat geen vrystelling van subartikel (4) (b) van artikel 8 verleen word ten opsigte van 'n vroulike werknemer wat handarbeid verrig nie, behalwe vir die doel om werk te doen—

(a) wat nodig is as gevolg van 'n noodtoestand; of

(b) wat nodig is om die verlies te voorkom van grondstowwe wat juis bewerk word en aan vinnige bederf onderhewig is.

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

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

(a) die naam van die betrokke persoon voluit;

(b) die bepalings van die ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop die vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling geldig is.

(b) that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days.

(7) Any amount paid to an employee in terms of sub-section (3) or sub-section (4) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(8) All leave which may have accrued or accumulated under any previous Agreement, shall for the purposes of this Agreement be deemed to be leave accrued thereunder, and shall be subject to the conditions herein contained.

(9) In addition to the leave provided for in section 12 (2) of this Agreement, employees shall be entitled to not less than six working days' sick leave on full pay, in each period of twelve months' employment; provided that any consecutive period in excess of three working days' sick leave shall if required by the employer be supported by a medical certificate by the employee concerned.

(10) For the purpose of this section "employment" shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to leave of absence on full pay in terms of the previous Agreement, whichever may be the later.

13. CERTIFICATES OF SERVICE.

(1) For the purpose of determining the wage that shall be paid to the employees comprised in sub-section (1) of section 4 of this Agreement, every employer shall issue, free of charge, a certificate of service in the form of the Annexure II to this Agreement, in respect of each such employee, at the time he leaves such employer's service, and all certificates shall be forwarded to the Secretary of the National Baking Industrial Union, 16 Velra House, Bureau Lane, Pretoria, within three days of their issue, for transmission to the employees concerned.

All certificates of service issued by each employer shall be numbered consecutively, and a duplicate of each certificate shall be retained by him and a further copy forwarded to the Secretary of the Council within three days of the date of issue.

(2) An employer shall before engaging an applicant for work as a juvenile employee (other than an unskilled labourer or a van assistant) require such applicant to produce a certificate of service issued in accordance with the provisions of sub-section (1) of this section, or a certificate signed by the Secretary to the Council specifying the length of applicant's previous service in the Industry.

14. TERMINATION OF EMPLOYMENT.

(1) Not less than one week's notice shall be given by the employer or the employee to terminate a contract of service; provided that it shall not affect—

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

(b) any written agreement between the employer and employee providing for a longer period of notice than one week; provided the periods are the same on both sides;

and provided further that an employer may pay to an employee a week's remuneration for and in lieu of the prescribed or agreed period of notice.

(2) The provisions of sub-section (1) of this section shall not apply to jobbers whose contract of service may be terminated without notice by either side.

(3) Notice in terms of this section shall not commence to run until after any leave due at the time of termination of service shall have been taken and shall have expired.

15. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason; provided that no exemption shall be granted from sub-section (4) (b) of section 8 in respect of any female employee engaged in manual work except for the purpose of performing work—

(a) which is necessitated by an emergency; or

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

(2) The Council shall fix in respect of any person granted exemption, the conditions subject to which such exemption is granted, and the period during which such exemption shall operate; provided that the Council may, 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 of 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) Die Sekretaris van die Raad moet—

- (i) alle sertifikate wat uitgereik word, in volgorde nommer;
- (ii) van elke sertifikaat wat uitgereik word, 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Pretoria, stuur;
- (iii) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur;

16. UITGAWES VAN DIE RAAD.

Om te voorsien in die uitgawes van die Raad, moet elke werkgewer twaalf pennies per week aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, vir wie in hierdie Ooreenkoms 'n minimum loon van meer as £1. 15s. per week voorgeskryf word. Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks, voor of op die sewende dag van die maand aan die Sekretaris van die Raad, Posbus 357, Pretoria, stuur.

17. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n leesbare afskrif van hierdie Ooreenkoms in beide offisiële tale vertoon en vertoon hou.

18. VERTEENWOORDIGERS VAN VAKVERENIGING. OP RAAD.

Werkgewers moet aan enige werknemer wat 'n verteenwoordiger op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad te vervul.

19. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en hy kan menings vir die leiding van werkgewers en werknemers uitvaardig wat nie met die bepaling daarvan in stryd is nie.

(2) Enige geskil wat kan ontstaan betreffende die verklaring van engeen van die bepalinge van hierdie Ooreenkoms, moet na die Raad verwys word.

20. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om by die toepassing van die bepalinge van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige inrigting binnegaan en kan enige werkgewer of werknemer ondervra en die state van lone wat betaal, die tyd wat gewerk en die bedrae wat vir oortydwerk betaal word, nasien, ten einde vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

21. VAKVERENIGINGARBEIDSKRAGTE.

(1) Lede van die vakvereniging stem toe om alleen by lede van die werkgewersorganisasie in diens te tree en lede van die werkgewersorganisasie stem toe om alleen lede van die vakvereniging in diens te neem; met dien verstande dat hierdie artikel nie van toepassing is nie ingeval 'n werkgewer, of 'n werknemer, volgens mening van die Raad lidmaatskap van die een of ander party tot die Ooreenkoms geweier word en die Raad binne een-en-twintig dae van so 'n weiering in kennis gestel is.

(2) 'n Werkgewer kan nie 'n werknemer in diens neem nie, tensy so 'n werknemer in besit is van 'n bydrae-kaartjie wat deur die vakvereniging uitgereik is en geldig is vir die week waarin die aansoek gedoen word.

(3) Elke werkgewer moet die ledegelde van die vakvereniging van die loon van sy werknemers aftrek en moet die bedrae wat aldus aftrek word, voor of op die sewende dag van elke maand aan die Sekretaris van die Vakvereniging, Velrgebou 16, Buro-laan, Pretoria, stuur.

(4) Aan behoorlik gemagtigde verteenwoordigers van die vakverenigings moet alle fasiliteite verleen word om, met voorafgaande toestemming van die werkgewer of sy verteenwoordiger, lede van die vakvereniging by hulle werk te spreek.

(5) Die bepalinge van hierdie artikel is nie op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Unie van Suid-Afrika van toepassing nie.

22. ONGESKOOLDE ARBEIDERS.

Elke werkgewer moet die Raad binne agt-en-veertig uur skriftelik in kennis stel van die indiensneming van elke ongeskoolde arbeider en moet onderstaande besonderhede verstrek:—

Naam van werknemer.....
Datum van indiensneming.....
Pas No.....
Loon.....

23. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder 15 jaar oud mag in die Nywerheid in diens wees nie.

Elke werkgewer moet, voordat 'n afleweringswerknemer op afleweringwerk uitgaan, die name en adresse van die klante aan wie aflewering moet geskied, in 'n afleweringsboek wat deur die Raad goedgekeur is, laat aanteken.

25. LEWENSKOSTETOELAE.

(1) Werknemers vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf is, moet tesame met hul ander besoldiging, 'n lewenskostoelae van 25 persent van die voorgeskrewe loon betaal word.

(4) The Secretary of the Council shall—

- (i) number consecutively all licences issued;
- (ii) retain a copy of each licence issued, and forwarded a copy to the Divisional Inspector of Labour, Pretoria;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

16. EXPENSES OF COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct twelve pence per week from the earnings of each of his employees, except apprentices, for whom minimum wages in excess of £1. 15s. per week are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the seventh day of each month the total sum to the Secretary of the Council, P.O. Box 357, Pretoria.

17. EXHIBITION OF AGREEMENT.

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

18. TRADE UNION REPRESENTATIVES OF 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.

19. INTERPRETATION OF AGREEMENT.

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

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

20. AGENTS.

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

21. TRADE UNION LABOUR.

(1) Members of the trade union agree to accept employment with members of the employers' organization only, and members of the employers' organization agree to employ members of the trade union only; provided that this section shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to this Agreement and has notified the Council within twenty-one days of such refusal.

(2) An employer shall not engage an employee unless such employee is in possession of a "clearance" card issued by the trade union and current during the week in which the application is made.

(3) Every employer shall deduct the trade union subscription from the wages of his employees and shall forward the amounts so collected to the Secretary of the Trade Union, 16 Velra House, Bureau Lane, Pretoria, not later than the seventh day of each month.

(4) The duly accredited representatives of the trade union shall be allowed every facility to meet members of the trade union at their work after obtaining the permission of the employer or his representative.

(5) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa.

22. UNSKILLED LABOURERS.

Every employer shall notify the Council in writing within forty-eight hours of the engagement of any unskilled labourer giving the following particulars:—

Name of employee.....
Date of engagement.....
Pass No.....
Wage.....

23. ENGAGEMENT OF MINORS.

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

24. DELIVERY OF BREAD AND/OR CONFECTIONERY.

Every employer shall, prior to a delivery employee proceeding on delivery, cause to be entered in a delivery book, approved by the Council, the names and addresses of the customers to whom deliveries are to be made.

25. COST OF LIVING ALLOWANCE.

(1) Employees for whom wages are prescribed in section 4 of this Agreement shall be paid at the same time as their other remuneration is paid, a cost of living allowance equal to 25 per cent of such prescribed wages.

(2) Die toelae in hierdie artikel voorgeskryf, sluit in die toelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat in gevalle waar die toelae, in hierdie artikel voorgeskryf, minder is as die toelae betaal ingevolge genoemde Oorlogsmaatreël, die Oorlogsmaatreëltoelae betaalbaar is.

(3) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms vervat, kan geen korting gemaak word van die toelae wat ingevolge hierdie artikel betaalbaar is nie; met dien verstande dat as 'n korting van die besoldiging van 'n werknemer by hierdie Ooreenkoms toegelaat is ten opsigte van enige versium van die werknemer om die bepalings van sy dienskontrak na te kom, 'n ooreenkomstige *pro rata* korting van die lewenskostetoelae ten opsigte van dieselfde tydperk afgetrek kan word.

26. BESKERMENDE KLERE.

Die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en die regulasies kragtens daardie Wet opgestel met betrekking tot beskermende klere, is op alle fabriekswerkers van toepassing.

Daarbenewens moet elke werkgewer aan elkeen van sy werknemers wat afleweringswerk verrig, gedurende elke twaalf maande diens kosteloos vier stoffasse of oorpakke verskaf en elke werknemer wat die stoffasse en oorpakke ontvang, moet by ontvangs van die stoffasse en oorpakke aan die werkgewer 'n ontvangsbewys uitreik.

Namens die partye op hede die 30ste dag van Mei 1953 in Pretoria onderteken.

H. C. BOERSTRA,
Voorsitter van die Raad.

A. D. E. RAATS,
Ondervoorsitter van die Raad.

CLAUDE E. ACTON,
Sekretaris van die Raad.

(2) The allowance prescribed in this section shall include the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time; provided that in cases where the allowance prescribed in this section is less than the allowance payable in terms of the said War Measure, the War Measure Allowance shall be payable.

(3) No deduction shall, notwithstanding anything to the contrary contained in this Agreement, be made from the allowance payable in terms of this section; provided that, whenever a deduction from the remuneration of an employee is permitted by this Agreement in respect of any failure of such employee to fulfil the terms of his contract a corresponding *pro rata* deduction may be made from the cost of living allowance in respect of the same period.

26. PROTECTIVE CLOTHING.

The provisions of the Factories, Machinery and Building Work Act, 1941, and the regulations made thereunder, with regard to protective clothing shall apply to all factory employees.

In addition, every employer shall provide, free of charge, for each of his employees engaged in delivery work, during each twelve months of service, four dustcoats or overalls, and each employee so receiving the dustcoats or overalls shall give a receipt to the employer, as and when the dustcoats or overalls are received.

Signed at Pretoria, on behalf of the parties, on this the day of 30th May, 1953.

H. C. BOERSTRA,
Chairman of the Council.

A. D. E. RAATS,
Vice-Chairman of the Council.

CLAUDE E. ACTON,
Secretary of the Council.

AANHANGSEL I.

NAAM VAN MAATSKAPPY.....
Week geëindig.....

Een uur toegestaan vir etenstyd.

Naam.	Sondag.		Maandag.		Dinsdag.		Woensdag.		Donderdag.		Vrydag.		Saterdag.		Totaal ure.	Oortyd.	Opmerkings.
	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.	Tyd begin.	Tyd ge-staak.			Handtekening.

ANNEXURE I.

NAME OF FIRM OR COMPANY.....
Week ended.....

One hour allowed for meals.

Name.	Sunday.		Monday.		Tuesday.		Wednesday.		Thursday.		Friday.		Saturday.		Total hours.	Over-time.	Remarks.
	Time started.	Time finished.	Time started.	Time finished.	Time started.	Time finished.	Time started.	Time finished.	Time started.	Time finished.	Time started.	Time finished.	Time started.	Time finished.			Signature.

AANHANGSEL II.

No. van Sertifikaat.....
DIENSSERTIFIKAAT.

(Uitgereik ingevolge artikel.....van die Nywerheidsraad-ooreenkoms gepubliseer by Goewermentskennisgewing No.....van.....19.....)

Naam van nywerheid.....
Naam en adres van firma.....

Hierby sertifiseer ek dat ondervermelde persoon by my in diens was en dat onderstaande besonderhede juis is:—

1. Volle naam van werknemer.....
2. Adres.....
3. Geslag.....
4. Ouderdom.....
5. Vak.....
6. Loonskaal by uitdienstreding.....
7. Datum van indienstreding by my.....
8. Datum van uitdienstreding by my.....
9. Die nommer van die dienssertifikaat uitgereik deur vorige werkgewer.....is.....

Uitgereik te....., hede die.....
dag van.....19.....

Handtekening van Werkgewer.....

L.W.—'n Duplikaat van hierdie sertifikaat moet deur die werkgewer behou word.

ANNEXURE II.

No. of Certificate.....
CERTIFICATE OF SERVICE.

(Issued in terms of section.....of the Industrial Council Agreement, published under Government Notice No.....dated.....19.....)

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

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

1. Full name of employee.....
2. Address.....
3. Sex.....
4. Age.....
5. Occupation.....
6. Rate of wage due at date of leaving.....
7. Date of entering my service.....
8. Date of leaving my service.....
9. The number of the certificate of service issued by previous employer.....was.....

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

Signature of Employer.....

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

* No. 1990.]

[11 September 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BAK- EN BANKETNYWERHEID, PRETORIA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende, ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak- en Banketnywerheid, Pretoria, bekendgemaak by Goewermentskennisgewing No. 1989 van 11 September 1953, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 1990.]

[11 September 1953.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.BAKING AND CONFECTIONERY INDUSTRY,
PRETORIA.

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 Baking and Confectionery Industry, Pretoria, published under Government Notice No. 1989 of the 11th September, 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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