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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.*

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2112.]

[25 September 1953.]

NYWERHEIDSVERSOENINGSWET, 1937.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

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

- (a) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningwet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasie en 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 *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19, 21 en 23 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Oos-Londen; en
- (c) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 21 van genoemde Ooreenkoms met ingang van die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag af eidig, in die magistraatsdistrik Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in diens 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.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2112.]

[25 September 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

SWEET MANUFACTURING INDUSTRY,
EAST LONDON.

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 Sweet Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation 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 3 to 19 (inclusive), 21 and 23 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of East London; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 19 (inclusive) and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, GRENS.

OOREENKOMS

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

Border Sweet Manufacturers' Association

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Grens.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Magistraatsdistrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat die Lekkergoednywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en wat in genoemde nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, vasstel en bly van krag vir 'n tydperk van drie jaar of vir 'n tydperk wat deur hom bepaal word.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet of ordonansie is ook enige wysiging van sodanige wet inbegrepe, en behalwe waar die teenoorgestelde bedoelings blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy in stryd met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „Ooreenkoms”, 'n ooreenkoms gepubliseer en bindend gemaak vir werkgewers en werknemers in die Lekkergoednywerheid ingevolge die bepalings van die Nywerheid-versoeningswet, 1937;
- „assistent-voorman”, 'n werknemer wat die voorman by die verrigting van sy werk help en wat vir hom in sy afwesigheid kan waarneem;
- „assistent-voorvrou”, 'n vroulike werknemer wat die voorvrou help by die verrigting van haar werk en wat in haar afwesigheid vir haar kan waarneem;
- „assistent-magasyneester”, 'n werknemer uitgesonderd 'n versendingsklerk en 'n arbeider, wat die magasyneester by die verrigting van sy werk help;
- „ketelbediener”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „los arbeider”, 'n arbeider wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of ander vorms van klerklike werk verrig en dit omvat 'n magasyneester, kassier, versendingsklerk en telefonis;
- „klerklike werknemer, gekwalifiseer, manlik”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik”, 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „kleedkamerbediende”, 'n werknemer wat in beheer is van 'n verkleedkamer waarin 'n werknemer kan verkleed of sy klere bêre, of van afsluitkassies waarin 'n werknemer sy besittings kan bêre;
- „lettersetter”, 'n werknemer wat 'n lettersetmasjien bedien, uitgesonderd 'n etiket-oordrukmasjien, en/of letters, blokke, plate en/of ander nodige materiaal in posisie plaas en rangskik om te druk of reliëfwerk te doen of rubberstempels daarvan te maak en/of sulke materiaal na gebruik te versprei;
- „Raad”, die Nywerheidsraad vir die Lekkergoednywerheid (Grens), geregistreer ingevolge artikel *negentien* van die Nywerheid-versoeningswet, 1937;
- „versendingsklerk”, 'n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of opmaak van die goedere, die pakkies nagaan en adresseer;
- „inrigting”, elke perseel waarop die lekkergoedvervaardigingsnywerheid uitgeoefen word en wat geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941;
- „ondervinding”, met betrekking tot—

- (a) lekkergoedmaker, handelsreisiger of algemene werker, die totale tydperk of tydperke diens van 'n werknemer onderskeidelik as 'n lekkergoedmaker, handelsreisiger of algemene werker;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, BORDER AREA.

AGREEMENT

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

The Border Sweet Manufacturers' Association

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

Sweet Workers' Union

(hereinafter referred to as the “employees” or “trade union”), of the other part, being the parties to the Industrial Council for the Sweet Manufacturing Industry, Border Area.

1. SCOPE OF APPLICATION OF THE AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, 1937;
- “Agreement” means an agreement published and made binding on employers and employees in the Sweet Manufacturing Industry in accordance with the provisions of the Industrial Conciliation Act, 1937;
- “assistant foreman” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;
- “assistant forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;
- “assistant storeman” means an employee other than a despatch clerk and a labourer who assists the storeman in his duties;
- “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;
- “clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- “clerical employee, qualified, male,” means a male clerical employee who has had not less than five years' experience;
- “clerical employee, unqualified, male,” means a male clerical employee who has had less than five years' experience;
- “clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- “clerical employee, unqualified, female,” means a female clerical employee who has had less than four years' experience;
- “cloak-room 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 materials after use;
- “Council” means the Industrial Council for the Sweet Manufacturing Industry (Border Area) registered in terms of section *nineteen* of the industrial Conciliation Act, 1937;
- “despatch clerk” means an employee who is engaged in clerical duties and who is 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;
- “establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which is registrable under the Factories, Machinery and Building Work Act, 1941;
- “experience” means in relation to—

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

(b) 'n klerklike werknemer, die totale tydperk of tydperke diens van 'n werknemer as 'n klerklike werknemer, afgesien van die bedryf waarin die ondervinding opgedoen is;

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

„voorrout”, 'n vroulike werknemer wat onder toesig van 'n voorman of assistentvoorman in beheer is van die vroulike algemene werkers in 'n inrigting of in 'n afdeling van 'n inrigting, en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik verrig;

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

- (a) neut, kakaoboontjies of ander grondstowwe skoonmaak en/of sorteer;
- (b) wat, sonder verantwoordelikheid vir die mate waarin dit gerooster of gekook word kakaoboontjies, neut, vrugte of ander grondstowwe rooster of kook;
- (c) die kiem uit kakaoboontjies uitwan of verwyder;
- (d) 'n raffineer-, skulp-, temper-, rooster-, uitwan-, maal-, vorm-, of ander masjien bedien;
- (e) neut of vrugte dop, skil of droogmaak of pitte daarvan uithaal;
- (f) vrugte of ander grondstowwe vergruis of volgens afmetings sny;
- (g) bestanddele afweeg (maar nie op 'n gestelde skaal nie);
- (h) klaargemengde geurmiddels ingooi;
- (i) lekkergoed in vorms sit, uit vorms uithaal, fatsoeneer, uitgiets, insit, uithaal en stysel verwyder;
- (j) deeg, paste of ander suiker- en/of sjokoladepreparate voer, kristalliseer, trek rol, opsny en uitstempel;
- (k) indoop en lagies aansit;
- (l) vrugte, neut en ander eetbare materiaal in lekkergoedpreparate inwerk of insit;
- (m) kartonhouers vervaardig;
- (n) goedere verpak vir voorraad of versending, maar nie artikels van eenvormige grootte en getal in houers verpak wat spesiaal gemaak is om hulle te bevat nie;
- (o) bestellings opmaak of nagaan;
- (p) etiketteer en/of indraai;
- (q) bereiding of mengwerk, uitgesonderd dié wat in die werksaamhede van die woordskrywing van „arbeider” omvat is;

„algemene werker, gekwalifiseer”, 'n algemene werker met minstens agtien maande ondervinding;

„algemene werker, ongekwalifiseer”, 'n algemene werker met minder as agtien maande ondervinding;

„groepleier of spanopsigter”, 'n vroulike werknemer wat onder toesig van 'n voorman of assistentvoorman, voorvrou of assistent-voorvrou beheer het en toesig uitoefen oor die werk van 'n groep of afdeling algemene werkers;

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

- (a) goedere, materiaal, gerei, installasie, masjinerie, gereedskap of ander artikels optel, dra, verplaas of stapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels skoonmaak of was;
- (c) vure maak en aan die brand hou;
- (d) afval verwyder;
- (e) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer;
- (f) laai en aflaai;
- (g) kiste, bale of pakkies oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) suiker of ander bestanddele in stoom- of ander panne voer, maar nie termometers aflees of stoomdruk reguleer nie;
- (j) duie of riefelkartonhouers inmeekaarsit;
- (k) raffineer-, rooster-, uitwan-, maal- en vormmasjiene vul en leegmaak, maar nie die masjiene bedien nie;
- (l) tee of dergelyke drankte maak;
- (m) bestanddele in mengmasjiene of panne sit, maar nie stroop in draaiende panne giet nie;
- (n) stysel in „buck”-masjiene voer;
- (o) suiker of glukose op 'n gestelde skaal afweeg of met 'n vaste maat afmeet;
- (p) verpakte artikels van gelyke grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;
- (q) masjinerie en installasie, met uitsondering van motorvoertuie, olie en ghries met die hand;
- (r) voltooiende lekkers met die hand breek, losmaak en vanmekaarmaak (maar nie sjokolade nie);
- (s) voltooiende lekkers met die hand met droë suiker bestrooi;
- (t) etikette met rubberstempel stempel;

„onderhouer”, 'n werknemer uitgesonderd 'n werktuigkundige, wat die masjinerie, installasie, meubels of ander toerusting onderhou;

„werktuigkundige”, 'n geskoolde vakman of ambagsman;

„motorvoertuig”, 'n voertuig wat ontwerp is vir 'n ander manier van voortbeweging as deur menslike of dierlike krag en wat gebruik word vir die vervoer van goedere, met uitsondering van 'n handelsreisiger se monsters, of vir die vervoer van 'n handelsreisiger;

„motorvoertuigbestuurder”, 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing omvat 'n „motorvoertuig bestuur” alle tydperke

(b) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

„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;

„forewoman” means a female employee who under the supervision of a foreman or assistant foreman is in charge of the female 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;

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

- (a) Cleaning and/or sorting nuts, cocoa beans, or other raw materials;
- (b) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (c) winnowing or removing the germ from cocoa beans;
- (d) operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
- (e) shelling, stoning, peeling or drying nuts or fruit;
- (f) crushing or cutting to size fruits or other raw materials;
- (g) weighing ingredients (other than to a fixed scale);
- (h) pouring ready mixed flavours;
- (i) moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;
- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or dispatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and/or checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations included in the definition „labourer”;

„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) Lifting, carrying, 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, utensils or furniture;
- (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 or unloading;
- (g) opening, closing or marking boxes, bales or packages;
- (h) filling and emptying starch trays by hand;
- (i) stirring sugar or other ingredients in steam or other pans excluding reading thermometers or regulating steam pressure;
- (j) assembling shooks or corrugated cardboard containers;
- (k) filling and emptying refiners, roasting machines, winnowing machines, mills and moulding machines, but not operating such machines;
- (l) making tea or similar beverages;
- (m) putting ingredients into mixing machines or pans other than adding syrup to revolving pans;
- (n) feeding starch into „buck” machines;
- (o) weighing or measuring ingredients to a set scale or measure;
- (p) placing packed articles of uniform size and number into containers specially made to contain them;
- (q) oiling and greasing machinery and plant other than motor vehicles;
- (r) breaking, loosening and separating completed sweets (other than chocolates) by hand;
- (s) sanding completed sweets with dry sugar by hand;
- (t) stamping labels with rubber stamps;

„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 vehicle designed or intended for propulsion by other than human or animal power, and used for the conveyance of goods, other than a traveller's samples, or for the transport of a traveller;

„motor vehicle driver” means an employee engaged in driving a motor vehicle and for the purposes of this definition

waarin dit bestuur word en alle tyd wat die bestuurder aan werk aan die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

- „nagskof”, ’n tydperk van werk waarin werk vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. verrig word;
- „’n masjien bedien”, ook die versorging, aansit of stopsit van die masjien en kan vul of leegmaak omvat;
- „deelytse motorvoertuigbestuurder”, ’n werknemer wat hoogstens altesaam twee uur op ’n dag ’n motorvoertuig bestuur en vir die toepassing van hierdie woordskrywing van „’n motorvoertuig bestuur”, omvat dit alle tydperke waarin bestuur word en die tyd wat die bestuurder aan werk aan die voertuig of die vrag bestee terwyl hy in beheer van die voertuig is;
- „stukwerk”, eike stelsel waarvolgens ’n werknemer se besoldiging op hoeveelheid of omvang van verrigte werk gebaseer is;
- „platpersdrukker”, ’n werknemer wat werk kan voorberei en op ’n platpers (uitgesonderd ’n platpers met outomatiese voerder, groter as 10 duim by 15 duim, of ’n etiket-oordrukmasjien) kan druk en ook die vorms in die masjien-vormraam opsluit;
- „besoldiging”, die loon plus lewenskostoelae wat aan ’n werknemer kragtens artikel 4 (1) en 4 (7) verskuldig is;
- „korttyd”, ’n tydelike vermindering van die getal gewone werkure as gevolg van ’n algemene onklaarraking van installasie of masjinerie of ’n dreigende instorting van geboue veroorsaak deur ongeval of onvoorsiene noodgevalle of slapte in die bedryf of tekort aan grondstowwe;
- „magasynmeester”, ’n werknemer wat algemene beheer oor voorrade of voltooië produkte het en wat verantwoordelik is om goedere in ’n magasyn of pakhuis te ontvang, te bewaar of uit te pak en/of goedere uit ’n magasyn of pakhuis aan die verbruiksafdeling in ’n inrigting te lewer of te versend;
- „lekkergoedmaker”, ’n werknemer wat lekkergoed maak of vir die vervaardiging van lekkergoed verantwoordelik is van die tyd af waarop die bestanddele eers in die meng- of kookpotte of draaiende panne geplaas word totdat die lekkergoed-massa gereed is om gesny, gevorm, volgens grootte gesny, toegedraai of andersins gefabriseer te word, of die goedere in die panne gereed is om verwyder te word en/of in die geval van sjokolade van die rooster van die boontjies af totdat die sjokolade gereed is om gevorm, gegiet, ingedraai of om ingedoopte te word of as lagies aan te bring of andersins gefabriseer te word;
- „lekkergoedmaker, gekwalifiseer”, ’n lekkergoedmaker met minstens vyf jaar ondervinding;
- „lekkergoedmaker, ongekwalifiseer”, ’n lekkergoedmaker met minder as vyf jaar ondervinding;
- „Lekkergoednwyerheid”, sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die nwyerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van lekkergoed in inrigtings wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word en omvat—

(a) die vervaardiging van alle handelsartikels of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed uitoefen; en

(b) alle werksaamhede, wat hoort tot of die gevolg is van die vervaardiging van lekkergoed of dié handelsartikels of bestanddele, wat deur enigeen van die werkgewers uitgeoefen word;

- „handelsreisiger”, ’n werknemer wat buite die inrigting van sy werkgewer bestellings werf en insamel;
- „handelsreisiger, gekwalifiseer”, ’n handelsreisiger met minstens een jaar ondervinding;
- „handelsreisiger, ongekwalifiseer”, ’n handelsreisiger met minder as een jaar ondervinding;
- „handelsreisiger se bestuurder”, ’n werknemer wat ’n handelsreisiger op sy reise vergesel en wat die voertuig van die handelsreisiger kan bestuur;
- „welsynbeampte”, ’n werknemer wat ’n geldige bekwaamheid sertifikaat vir eerstehulp besit wat deur enigeen van die onderstaande organisasies uitgereik is:—

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

en wat toesig hou oor die eerstehulpkamer;

- „loon”, dié gedeelte van die besoldiging wat in kontant aan ’n werknemer betaal moet word ten opsigte van die gewone werkure soos in klousule 6 bepaal, uitgesonderd lewenskostoelae.

4. BESOLDIGING.

(1) Die minimum en lewenskostoelae wat ’n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is die volgende; met dien verstande dat, wanneer ’n werknemer vir die toepassing van hierdie klousule ingedeel moet word, dit beskou moet word dat hy tot die klas hoort waarin hy uitsluitlik of hoofsaaklik werksaam is:—

“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;

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

“operating a machine” includes tending, starting or stopping the machine and may include filling or withdrawing;

“part-time motor vehicle driver” means an employee engaged in driving a motor vehicle for not more than two hours in the aggregate on any day and for the purposes of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

“piece-work” means any system under which an employee’s remuneration is based upon the quantity or output of work done;

“platen pressman” 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 due to an employee in terms of sections 4 (1) and 4 (7);

“short-time” means a temporary reduction in the number of ordinary hours of work due to a general breakdown 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;

“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;

“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 and/or in the case of chocolate from the commencement of the roasting of the beans until the chocolate is ready to be formed, poured, wrapped, used for dipping or coating or otherwise fabricated;

“sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;

“sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;

“Sweet Manufacturing Industry” means without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registrable 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 one year’s experience;

“traveller, unqualified,” means a traveller who has had less than one year’s 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 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 section 6, excluding cost of living allowance.

4. REMUNERATION.

(1) The minimum wage and cost of living allowance which shall be paid by an employer to each of his employees of the under-mentioned classes, shall be as set out hereunder, provided that in classifying an employee for the purpose of this section he shall be deemed to be in the class in which he is wholly or mainly employed:—

(a) Magistraatsdistrik Oos-Londen:—

	Loon. Weekliks.			Lewens- koste- toelae. Weekliks.			Totaal. Weekliks.		
	£	s.	d.	£	s.	d.	£	s.	d.
Voorman.....	9	4	0	3	13	0	12	17	0
Assistent-voorman.....	7	9	6	3	13	0	11	2	6
Voorvrou.....	5	3	6	2	17	0	8	0	6
Assistent-voorvrou.....	4	0	6	2	9	0	6	9	6
Groepelier of spanopsigter...	3	9	0	1	18	3	5	7	3
Lekkergoedmaker, gekwalifiseer.....	6	18	0	3	13	0	10	11	0
Lekkergoedmaker, ongekwalifiseer—									
gedurende die eerste ses maande ondervinding.	1	15	0	1	1	9	2	16	9
gedurende die tweede ses maande ondervinding.	2	5	0	1	5	9	3	10	9
gedurende die derde ses maande ondervinding.	2	15	0	1	9	9	4	4	9
gedurende die vierde ses maande ondervinding.	3	6	2	1	18	3	5	4	5
gedurende die vyfde ses maande ondervinding.	3	17	8	2	5	0	6	2	8
gedurende die sesde ses maande ondervinding.	4	9	2	2	9	0	6	18	2
gedurende die sewende ses maande ondervinding.	5	0	8	2	17	0	7	17	8
gedurende die agtste ses maande ondervinding.	5	12	2	3	1	6	8	13	8
gedurende die negende ses maande ondervinding.	6	0	9	3	6	0	9	6	9
gedurende die tiende ses maande ondervinding.	6	9	5	3	6	0	9	15	5
met dien verstande dat elke ses maande ondervinding in die geval van 'n lekkergoedmaker wat ondervinding as 'n algemene werker het, beskou moet word as gelykstaande met drie maande ondervinding as 'n lekkergoedmaker; voorts met dien verstande dat ondervinding as 'n algemene werker nie beskou moet word as ondervinding as 'n lekkergoedmaker vir langer as twaalf maande altesaam nie;									
Klerklike werknemer, manlik, gekwalifiseer.....	6	12	9	3	13	0	10	5	9
Klerklike werknemer, manlik, ongekwalifiseer—									
gedurende die eerste jaar ondervinding.....	2	4	5	1	5	9	3	10	2
gedurende die tweede jaar ondervinding.....	3	3	1	1	15	6	4	18	7
gedurende die derde jaar ondervinding.....	3	19	8	2	5	0	6	4	8
gedurende die vierde jaar ondervinding.....	4	18	3	2	13	0	7	11	3
gedurende die vyfde jaar ondervinding.....	5	16	9	3	1	6	8	18	3
Klerklike werknemer, vroulik, gekwalifiseer.....	3	19	8	2	5	0	6	4	8
Klerklike werknemer, vroulik, ongekwalifiseer—									
gedurende die eerste jaar ondervinding.....	2	4	5	1	5	9	3	10	2
gedurende die tweede jaar ondervinding.....	2	13	8	1	9	9	4	3	5
gedurende die derde jaar ondervinding.....	3	3	9	1	15	6	4	19	3
gedurende die vierde jaar ondervinding.....	3	14	3	2	1	9	5	16	0
Assistent-magasynmeester...	4	12	0	2	13	0	7	5	0
Welsynbeampte.....	4	0	6	2	9	0	6	9	6
Kleedkamerbediende.....	2	17	6	1	12	6	4	10	0
Onderhouer.....	5	15	0	3	1	6	8	16	6
Motorvoertuigbestuurder....	4	12	0	2	13	0	7	5	0
Werktuigkundige.....	7	11	10	3	13	0	11	4	10
Handelsreisiger, gekwalifiseer.	7	19	3	3	13	0	11	12	3
Handelsreisiger, ongekwalifiseer—									
gedurende die eerste ses maande ondervinding.	6	12	9	3	13	0	10	5	9
gedurende die tweede ses maande ondervinding.	7	5	11	3	13	0	10	18	11
Handelsreisiger se bestuurder	2	12	6	1	7	3	3	19	9
Lettersetter.....	6	8	10	3	6	0	9	14	10
Platpersdrukker.....	3	3	9	1	15	6	4	19	3
Ketelbediener.....	2	5	0	1	3	3	3	8	3
Nagwag.....	2	5	0	1	3	3	3	8	3
Deeltydse motorvoertuigbestuurder.....	2	7	6	1	4	9	3	12	3

(a) Magisterial District of East London:—

	Wage. Per Week.			Cost of Living Allowance. Per Week.			Total. Per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Foreman.....	9	4	0	3	13	0	12	17	0
Assistant foreman.....	7	9	6	3	13	0	11	2	6
Forewoman.....	5	3	6	2	17	0	8	0	6
Assistant forewoman.....	4	0	6	2	9	0	6	9	6
Group leader or team supervisor.....	3	9	0	1	18	3	5	7	3
Sweetmaker, qualified.....	6	18	0	3	13	0	10	11	0
Sweetmaker, unqualified—									
during first six months of experience.....	1	15	0	1	1	9	2	16	9
during second six months of experience.....	2	5	0	1	5	9	3	10	9
during third six months of experience.....	2	15	0	1	9	9	4	4	9
during fourth six months of experience.....	3	6	2	1	18	3	5	4	5
during fifth six months of experience.....	3	17	8	2	5	0	6	2	8
during sixth six months of experience.....	4	9	2	2	9	0	6	18	2
during seventh six months of experience.....	5	0	8	2	17	0	7	17	8
during eighth six months of experience.....	5	12	2	3	1	6	8	13	8
during ninth six months of experience.....	6	0	9	3	6	0	9	6	9
during tenth six months of experience.....	6	9	5	3	6	0	9	15	5
provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months' experience as a sweetmaker; provided further, that experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than twelve months in the aggregate.									
Clerical employee, male, qualified.....	6	12	9	3	13	0	10	5	9
Clerical employee, male, unqualified:—									
during first year of experience.....	2	4	5	1	5	9	3	10	2
during second year of experience.....	3	3	1	1	15	6	4	18	7
during third year of experience.....	3	19	8	2	5	0	6	4	8
during fourth year of experience.....	4	18	3	2	13	0	7	11	3
during fifth year of experience.....	5	16	9	3	1	6	8	18	3
Clerical employee, female, qualified.....	3	19	8	2	5	0	6	4	8
Clerical employee, female, unqualified—									
during first year of experience.....	2	4	5	1	5	9	3	10	2
during second year of experience.....	2	13	8	1	9	9	4	3	5
during third year of experience.....	3	3	9	1	15	6	4	19	3
during fourth year of experience.....	3	14	3	2	1	9	5	16	0
Assistant storeman.....	4	12	0	2	13	0	7	5	0
Welfare officer.....	4	0	6	2	9	0	6	9	6
Cloakroom attendant.....	2	17	6	1	12	6	4	10	0
Maintenance man.....	5	15	0	3	1	6	8	16	6
Motor vehicle driver.....	4	12	0	2	13	0	7	5	0
Mechanic.....	7	11	10	3	13	0	11	4	10
Traveller, qualified.....	7	19	3	3	13	0	11	12	3
Traveller, unqualified—									
during first six months of experience.....	6	12	9	3	13	0	10	5	9
during second six months of experience.....	7	5	11	3	13	0	10	18	11
Traveller's driver.....	2	12	6	1	7	3	3	19	9
Compositor.....	6	8	10	3	6	0	9	14	10
Platen pressman.....	3	3	9	1	15	6	4	19	3
Boiler attendant.....	2	5	0	1	3	3	3	8	3
Night watchman.....	2	5	0	1	3	3	3	8	3
Part-time motor vehicle driver	2	7	6	1	4	9	3	12	3

	Loon. Weekliks.			Lewens- koste- toelae. Weekliks.			Totaal. Weekliks.		
	£	s.	d.	£	s.	d.	£	s.	d.
Algemene werker, gekwalifiseer.....	2	17	6	1	10	0	4	7	6
Algemene werker, ongekwalifiseer—									
gedurende die eerste drie maande ondervinding.	1	15	0	0	19	3	2	14	3
gedurende die tweede drie maande ondervinding.	2	0	0	1	0	9	3	0	9
gedurende die derde drie maande ondervinding.	2	5	0	1	3	3	3	8	3
gedurende die vierde drie maande ondervinding.	2	10	0	1	4	9	3	14	9
gedurende die vyfde drie maande ondervinding.	2	12	6	1	7	3	3	19	9
gedurende die sesde drie maande ondervinding.	2	15	0	1	7	3	4	2	3
Arbeider, 18 jaar en ouer....	1	10	0	0	18	3	2	8	3
Arbeider, onder 18 jaar.....	1	0	0	0	15	3	1	15	3

(b) Losarbeider.—Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die weeklikse besoldiging wat vir 'n arbeider voorgeskryf word.

(2) *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 subartikel (4) van hierdie artikel en in artikel 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy in daardie week die maksimum getal gewone werkure, soos in klousule 6 (1) voorgeskryf, of minder, gewerk het.

(3) *Nagskofbesoldiging*.—'n Werknemer wat op nagskof werk, behalwe 'n nagwag of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoeler-installasie, of die opwek van stoom of elektrisiteit moet vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens die besoldiging soos in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45 plus 20 persent betaal word.

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

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

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

in subartikel (1) van hierdie artikel voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop daardie werk verrig word onderstaande betaal—

(i) in die geval in paragraaf (a) genoem een-vyfde van die hoër loon;

(ii) in die geval in paragraaf (b) genoem, een-vyfde van die loon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, plus 20 persent;

met dien verstande dat as die enigste verskil tussen klasse kragtens subartikel (1) op ondervinding, geslag of ouderdom berus, die bepalinge van hierdie subklousule nie van toepassing is nie.

(5) *Berekening van maandelikse besoldiging*.—Ingeval die besoldiging wat kragtens artikel 5 (1) aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van daardie besoldiging bereken word teen 4½ maal die besoldiging wat vir 'n werknemer van sy klas in subartikel (1) voorgeskryf word.

6. *Reis- en/of verblyftoelae*.—Benewens die besoldiging, in artikel 4 (1) (a) voorgeskryf—

(a) moet 'n handelsreisiger—

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

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

(ii) deur sy werkgever 'n verblyftoelae van minstens £1. 2s. 6d. betaal word vir elke nag, as sodanige tydperk van afwesigheid oor een of meer nagte strek;

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

(2) wat sy werkgever se motorvoertuig gebruik of verplig is om per trein of met enige ander vervoermiddel, uitgesonderd sy eie, te reis, deur sy werkgever vergoed word vir alle redelike vervoeruitgawes wat hy aangaan het in die vervulling van sy pligte, en vir die toepassing van hierdie paragraaf word dit beskou dat die bewaring van 'n motorvoertuig snags in 'n garage 'n vervoeruitgawe is;

	Wage. Per Week.			Cost of Living Allowance. Per Week.			Total. Per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
General worker, qualified....	2	17	6	1	10	0	4	7	6
General worker, unqualified—									
during first three months of experience.....	1	15	0	0	19	3	2	14	3
during second three months of experience.....	2	0	0	1	0	9	3	0	9
during third three months of experience.....	2	5	0	1	3	3	3	8	3
during fourth three months of experience.....	2	10	0	1	4	9	3	14	9
during fifth three months of experience.....	2	12	6	1	7	3	3	19	9
during sixth three months of experience.....	2	15	0	1	7	3	4	2	3
Labourer, of the age of 18 years and over.....	1	10	0	0	18	3	2	8	3
Labourer, under 18 years of age.....	1	0	0	0	15	3	1	15	3

(b) Casual Labourer.—For each day or part of a day of employment one-fifth of the weekly remuneration prescribed for a labourer.

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

(3) *Night Shift Remuneration*.—An employee, employed on night shift, other than a night 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 the remuneration prescribed in sub-section (1) of this section, for an employee of his class, divided by forty-five for each hour or part of an hour worked, plus 20 per cent.

(4) *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 thereof 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 sub-section (1) of this section, 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 sub-section (1) for an employee of his class, plus 20 per cent;

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

(5) *Calculation of Monthly Remuneration*.—Whenever the remuneration due to an employee is in terms of section 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 sub-section (1) for an employee of his class.

(6) *Transport and/or Subsistence Allowances*.—In addition to the remuneration prescribed in section 4 (1) (a)—

(a) A traveller—

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

(i) re-imbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not extending over a night;

(ii) paid by his employer a subsistence allowance of not less than twenty-two shillings and six pence for each night where such period of absence extends over one or more nights;

provided that for the purpose of this paragraph the expression “night” means the period between 11 o'clock p.m. and 4 o'clock a.m.;

(2) who uses his employer's motor vehicle or who is required to travel by train or any other, but his own, means of conveyance, shall be re-imbursed by his employer all the reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the over-night garaging of a motor vehicle shall be deemed to be a transport expense;

- (3) wat verplig of toegelaat word om 'n motorvoertuig ter nakoming van sy pligte te verskaf, deur sy werkgever 'n omvattende reistoelae van minstens sewe en 'n half pennies betaal word vir elke myl wat hy ter nakoming van sy pligte in die voertuig afgeleë het;
- (b) moet 'n handelsreisiger se bestuurder 'n verblyfstoelae van minstens een sjieling betaal word ten opsigte van elke nag wat hy op 'n reis deurbring weg van die handelsreisiger se hoofkantoor af.
- (7) Alle toelaes en uitgawes wat kragtens artikel 4 (6) (a) aan 'n handelsreisiger verskuldig is, moet deur sy werkgever binne sewe dae nadat die handelsreisiger 'n eis daarvoor ingestel het, vereffen word; met dien verstande dat 'n handelsreisiger sodanige eis binne een maand nadat hy daartoe geregtig word, moet indien, maar hy kan nie meer as een eis in 'n week indien nie.
- (8) *Lewenskostetoelae*.—Die toelae wat in hierdie artikel vasgestel word, moet alle toelaes insluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, aan die betrokke werknemer verskuldig is; met dien verstande dat, ingeval die toelae wat by hierdie Ooreenkoms voorgeskryf word, minder is as dié wat kragtens genoemde Oorlogsmaatreël aan die betrokke werknemer verskuldig is, dit vermeerder moet word sodat dit gelykstaan aan die toelae wat by die Oorlogsmaatreël, soos van tyd tot tyd gewysig, voorgeskryf word.

5. BETALING VAN BESOLDIGING.

- (1) *'n Werknemer, uitgesonderd 'n los arbeider*.—Behoudens soos bepaal in artikel 7 (3), moet elke bedrag wat aan 'n werknemer verskuldig is, weekliks of maandeliks, as die werkgever en werknemer aldus skriftelik ooreengekom het, in kontant betaal word gedurende werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en moet in 'n koervert of ander houër wees wat die name van die werkgever en die werknemer vermeld, asook die werknemer se beroep, die getal gewone ure, oortydure en nagskofure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor besoldiging geskied.
- (2) *Los arbeider*.—'n Werkgever moet die besoldiging wat aan sy los arbeider verskuldig is, in kontant by diensbeëindiging betaal.
- (3) *Premies*.—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgever gegee of deur hom aangeleë word nie.
- (4) *Koop van goedere*.—Geen werkgever kan sy werknemer verplig om goedere van hom of van 'n persoon of winkel wat hy aanwys, te koop nie.
- (5) *Losies en inwoning*.—Behoudens soos bepaal in die Naturrellen (Stadsgebiede) Wet, 1923, en die Naturrellearbeid Regelingswet, 1911, mag geen werkgever sy werknemer verplig om losies en/of inwoning van hom of van 'n persoon of plek wat hy aanwys, aan te neem nie.
- (6) *Boetes en afrekkings*.—'n Werkgever mag sy werknemer geen boetes opleë, nóg afrekkings van sy werknemer se besoldiging maak nie, uitgesonderd die volgende:—
- (a) met die skriftelike toestemming van sy werknemer 'n afrekkings vir verlof-, siekte-, versekerings-, bystand-, of pensioenfondse of ledigheid aan 'n werknemersorganisasie;
- (b) bydraes tot die Raad se fondse kragtens artikel 17 van hierdie Ooreenkoms;
- (c) as 'n werknemer weens ongeluk of siekte van die werk af wegbly of afwesig is, 'n afrekkings in verhouding tot die tyd van dié afwesigheid; met dien verstande egter dat die bepalinge van artikel 8 van toepassing is in die geval van afwesigheid deur siekte of ongeluk;
- (d) 'n afrekkings van 'n bedrag wat die werkgever kragtens wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (e) wanneer die gewone werkure, in artikel 6 (1) voorgeskryf, verminder word weens korttyd, ten opsigte van elke uur van vermindering 'n afrekkings van een-veertigste van die weekloon in artikel 4 (1) voorgeskryf; met dien verstande dat dié afrekkings nie meer is as een-kwart van die weekloon van die werknemer nie, ongeag die getal ure waarmee die gewone werkure verminder word, en voorts met dien verstande dat geen afrekkings gedoen word nie—
- (i) in die geval van korttyd wat ontstaan deur 'n tydelike slappe in die bedryf of 'n tekort aan grondstowwe, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- (ii) in die geval van korttyd wat ontstaan deur '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 die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (f) 'n afrekkings ten opsigte van elke openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag van Kersdag waarop 'n werknemer verplig of toegelaat word om nie te werk nie, een-veertigste van die weekloon wat hy onmiddellik voor so 'n openbare vakansiedag ontvang het;
- (g) as 'n werknemer toestem, of hy kragtens die Naturrelle (Staatsgebiede) Konsolidasiewet, 1945, of die Naturrellearbeid Regelingswet, 1911, verplig word om losies en/of

- (3) who is required or permitted to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than seven and a half pennies for each mile travelled in such vehicle in the performance of his duties.
- (b) A traveller's driver shall be paid a subsistence allowance of not less than one shilling in respect of every night spent away from the traveller's headquarters during any journey.

- (7) Any allowances and expenses payable to a traveller in terms of section 4 (6) (a) shall be paid by his employer within seven days of the traveller's written claim therefor: Provided that a traveller shall submit such claim within one month of entitlement but shall submit not more than one claim in any one week.
- (8) *Cost of Living Allowance*.—The allowance provided for in this section shall include any allowance payable to the employees concerned under War Measure No. 43 of 1942, as amended from time to time; provided that where the allowance prescribed in this Agreement is less than that payable to the employee concerned under the said War Measure, it shall be increased so as to be equal to the allowance prescribed in the War Measure as amended from time to time.

5. PAYMENT OF REMUNERATION.

- (1) *An Employee, other than a Casual Labourer*.—Save as provided in sections 4 (7) and 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 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 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 any employee.
- (4) *Purchase of Goods*.—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.
- (5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Act, 1923, 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.
- (6) *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 17 of this Agreement;
- (c) 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, provided, however, that the conditions of section 8 shall apply in the case of absence through sickness or accident;
- (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) whenever the ordinary hours of work prescribed in section 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 remuneration prescribed in section 4 (1); provided that such deduction shall not exceed one-quarter of the weekly remuneration 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 shortages 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;
- (f) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Day of the Covenant or Christmas Day on which an employee is required or permitted not to work, of one-fifth of the weekly remuneration which he was receiving immediately before such public holiday;
- (g) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Natives Labour Regulation Act, 1911, to accept from his

inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

	Per week.	Per maand.
	s. d.	£ s. d.
Losies	3 0	0 13 0
Inwoning	2 0	0 8 8
Losies en inwoning	5 0	1 1 8

6. WERKURE, GEWONE TYD EN OORTYD EN BESOLDIGING VIR OORTYDWERK.

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

- (i) 45 in 'n week van Maandag tot en met Vrydag;
- (ii) nege op 'n dag.

(b) Geen werkgewer mag 'n vroulike werknemer verplig of toelaat om tussen 6 nm. en 6 vm. of na 1 nm. op meer as vyf dae in 'n week werk te verrig nie.

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

(3) *Eetpouses.*—'n Werkgewer mag sy werknemer nie verplig of toelaat om vir meer as vyf agtereenvolgende ure op 'n dag sonder 'n pouse van minstens een uur, waarin geen werk gedoen mag word, te werk nie, en die pouse word nie as deel van die gewone werkure of oortydure beskou nie; met dien verstande dat—

- (a) as die pouse langer as een uur duur, alle tyd bo een en 'n kwart uur as deel van die gewone werkure, of, na gelang van die geval, van oortydure gereken moet word;
- (b) werktye wat deur 'n pouse van minder as een uur onderbreek word as aaneenlopend beskou moet word.

(4) *Ruspouses.*—'n Werkgewer moet 'n ruspouse van minstens tien minute aan elkeen van sy werknemers in of by sy inrigting in diens, met uitsondering van 'n nagweg toestaan so na as moontlik aan—

- (a) die middel van die eerste werktidperk op 'n dag;
- (b) die middel van elke tweede werktidperk op 'n dag, as daardie tydperk langer as drie uur is;

waarin 'n werknemer nie verplig of toegelaat mag word om werk te verrig nie, en daardie ruspouse word as deel van die gewone werkure gereken.

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

(6) *Oortyd.*—Alle tyd waarin werk bo die getal ure wat ten opsigte van 'n dag of 'n week verrig word wat in subartikels (1) en (2) voorgeskryf is, word as oortyd beskou.

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

- (a) twee uur op 'n dag van Maandag tot en met Vrydag;
- (b) vier uur op Saterdag;
- (c) ses uur in 'n week;

met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om die volgende oortydwerk te verrig nie:—

- (i) op meer as drie agtereenvolgende dae;
- (ii) op meer as 60 dae in 'n jaar;
- (iii) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy die werknemer daarvan in kennis gestel het voor 12-uur middag, of die werknemer van 'n genoegsame maal voorsien het voordat sy met die oortydwerk moet begin, of die werknemer 'n bedrag van minstens een sjieling en ses pennies (1s. 6d.) betyds betaal het om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(8) *Besoldiging vir oortydwerk.*—'n Werkgewer moet 'n werknemer ten opsigte van alle oortydwerk wat hy doen, besoldig teen 'n skaal van minstens een en een-derde maal die besoldiging wat in artikel 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf word; met dien verstande dat as die oortydwerk in 'n week, wat op 'n daaglikse basis bereken is, verskil van die oortydwerk wat op 'n weeklikse basis bereken is, die basis wat die hoogste bedrag vir oortydwerk vir daardie week toon, aangeneem moet word.

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer wat verplig word om na 6.30 nm. oortydwerk te doen, van 'n behoorlike ete voorsien, of in plaas daarvan 'n bedrag van minstens een sjieling en ses pennies betyds aan daardie werknemer betaal om hom in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

(10) *Voorbehoude.*—Die bepalinge van hierdie artikel is nie op 'n handelsreisiger, 'n handelsreisiger se voertuigbestuurder of 'n nagweg van toepassing nie, en die bepalinge van subartikels (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n onklaarraking van installasie, masjinerie of ander onvoorsiene noodgeval nie, of in verband met opknapping of herstelwerk aan installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, of herstelwerk aan geboue wat nie gedoen kan word terwyl masjinerie werk nie.

employer board and/or lodging a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
Board	3 0	0 13 0
Lodging	2 0	0 8 8
Board and Lodging	5 0	1 1 8

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

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

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

(b) No employer shall require or permit a female employee to work between the hours of 6 o'clock p.m. and 6 o'clock a.m. or after 1 o'clock p.m. on more than five days in any week.

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

(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 night 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-sections (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-sections (1) and (2) shall be deemed to be overtime.

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

- (a) two hours on any one day from Monday to Friday inclusive;
- (b) four hours on a Saturday;
- (c) six hours in any one week;

provided that no employer shall require or permit a female employee to work overtime—

- (i) on more than three consecutive days;
- (ii) on more than sixty days in any year;
- (iii) after completion of her ordinary working hours for more than one hour on any day unless he has given notice thereof to such employee before midday or has provided such employee with an adequate meal before she has to commence overtime or has paid such employee an amount of not less than one shilling and sixpence (1s. 6d.) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(8) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and a third times the remuneration prescribed in section 4 (1) for an employee of his class and area; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

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

(10) *Savings.*—The provisions of this section shall not apply to a traveller, traveller's driver or a night watchman, and the provisions of sub-sections (3), (4), (5) and (7) shall not apply to a male employee 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. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalings van subartikel (2) moet 'n werkgewer 'n werknemer ten opsigte van elke jaar diens by hom dertien agtereenvolgende werkdag verlof toestaan en ten opsigte van elke dag daarvan aan sodanige werknemer 'n bedrag van minstens een-vyfde van sy weeklikse besoldiging betaal wat hy onmiddellik voor die aanvang van die verlof ontvang.

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

- (i) behalwe soos bepaal in paragraaf (v), as dié verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het toegestaan moet word;
- (ii) die tydperk van die verlof nie mag saamval met siekteverlof of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdigings Wet, 1912, te ondergaan, nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Gelofte-dag of Kersdag binne die tydperk van die verlof van, nog 'n dag as verdere verlof met volle besoldiging bygevoeg moet word;
- (iv) 'n werkgewer elke dag geleentheidsverlof met volle besoldiging wat op die werknemer se skriftelike versoek gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n dienstydsperk van hoogstens twee agtereenvolgende jare te laat ooploop.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subartikel (1) genoem word, moet op die laaste werkdag voor die datum waarop die verlof begin, betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voor die tydperk van verlof ooploop het wat in subartikel (1) van hierdie artikel voorgeskryf word, moet, behalwe soos bepaal in die vierde voorbehoudsbepaling van subartikel (2) van hierdie artikel, by dié beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens een-twaalfde van die bedrag betaal word waartoe hy vir 13 dae jaarlikse verlof geregtig sou gewees het, in dié geval bereken teen die weeklikse besoldiging wat hy onmiddellik voor die datum van beëindiging ontvang het.

(5) 'n Werknemer wat tot 'n tydperk van verlof kragtens subartikel (1) van hierdie artikel geregtig geword het en wie se dienskontrak voor die toekenning van die verlof eindig, moet by die beëindiging ten opsigte van daardie verlof die bedrae betaal word wat in subartikels (1) en (4) van hierdie artikel voorgeskryf word.

(6) Vir die toepassing van hierdie artikel word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke insluit waarin die werknemer—

- (a) kragtens subartikel (1) van hierdie artikel met verlof afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) kragtens artikel 8 met siekteverlof afwesig is; en dit beskou moet word dat dit—
 - (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, kragtens 'n wet tot verlof geregtig geword het, op die datum begin waarop die werknemer laas kragtens die wet tot verlof geregtig geword het;
 - (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie 'n wet wat vir jaarlikse verlof voor siening maak, van toepassing was, maar wat nie ingevolge die bepalings daarvan tot verlof geregtig geword het nie, op die datum begin waarop die diens begin het;
 - (iii) in die geval van enige ander werknemer, op die datum begin waarop hy by sy werkgewer in diens gekom het, of na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan 'n werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is altesaam tien dae siekteverlof in 'n jaar diens by hom toestaan en moet hom ten opsigte van elke dag daarvan 'n bedrag betaal van een-vyfde van die weeklikse besoldiging wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgewer kan eis dat 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is, ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, aan hom voorgelê word.

(2) Vir die toepassing van hierdie artikel het die uitdrukking „diens” dieselfde betekenis as in artikel 7 (6).

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-section (2), an employer shall grant to his employee in respect of each completed year of employment with him, leave for thirteen consecutive working days, and shall in respect of each day thereof pay to such employee an amount not less than one-fifth of the weekly remuneration which he is receiving immediately before the commencement of such leave.

(2) The leave referred to in sub-section (1) shall be granted at a time to be 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) 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;
- (iii) if New Year's Day, Good Friday, Easter Monday, 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;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's 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-section (1) shall be paid on the last working 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-section (1) of this section has accrued, shall, save as provided in the fourth proviso of sub-section (2) of this section, upon such termination, be paid in respect of each completed month of such period of less than one year, not less than one-twelfth of the amount to which he would be entitled for 13 days' annual leave, calculated in this case at a weekly rate of 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-section (1) of this section, and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of such leave the amounts referred to in sub-sections (1) and (4) of this section.

(6) For the purposes of this section 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-section (1);
- (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 section 8, and shall be deemed to commence—
 - (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave, under such law;
 - (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
 - (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

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

(2) For the purpose of this section the expression “employment” shall have the same meaning as in section 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n nagwag, is geregtig tot en moet verlof toegestaan word op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Gelofte-dag en Kersdag, en moet ten opsigte van so 'n dag minstens 'n weeklikse besoldiging soos in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat 'n werknemer verplig kan word om op enigeen van dié dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Ingeval 'n werknemer, uitgesonderd 'n los arbeider of nagwag, op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weeklikse besoldiging, in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus dié weeklikse besoldiging gedeel deur 45 opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word.

(b) Ingeval 'n los arbeider op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke dag aldus gewerk minstens die daaglikse besoldiging, soos vir 'n los arbeider in artikel 4 (1) voorgeskryf, betaal, plus dié totaal gedeel deur nege vir elke uur of gedeelte van 'n uur wat aldus gewerk word.

(3) *Besoldiging vir werk op Sondag.*—Ingeval 'n werknemer, uitgesonderd 'n los arbeider of 'n nagwag, op Sondag werk, moet sy werkgever hom of—

(a) minstens die weeklikse besoldiging, soos in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½, betaal; of

(b) minstens 1½ maal die weeklikse besoldiging, in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45 betaal vir elke uur of gedeelte van 'n uur aldus gewerk en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weeklikse besoldiging in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal.

(4) *Los arbeider.*—Ingeval 'n arbeider op Sondag werk, moet sy werkgever hom dubbel die dagloon, in artikel 4 (1) (b) vir 'n los arbeider voorgeskryf, gedeel deur nege, betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word.

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag geen—

(a) assistent voorman, assistent-voorvrou of 'n ongekwalifiseerde klerklike werknemer in diens neem nie, tensy hy onderskeidelik 'n voorman, voorvrou of gekwalifiseerde klerklike werknemer in diens het;

(b) ongekwalifiseerde lekkergoedmaker in diens neem nie, tensy hy een gekwalifiseerde lekkergoedmaker in diens het;

(c) algemene werker teen 'n weeklikse besoldiging van minder as die besoldiging voorgeskryf in artikel 4 (1) vir 'n algemene werker met 15 maande ondervinding in diens neem nie, tensy hy een algemene werker in diens het teen 'n besoldiging van minstens die besoldiging voorgeskryf vir 'n algemene werker met 15 maande ondervinding;

en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, en vir elke algemene werker wat minstens die besoldiging vir 'n algemene werker met 15 maande ondervinding ontvang, hoogstens een algemene werker teen minder as die besoldiging voorgeskryf vir 'n algemene werker met 15 maande ondervinding, in diens hê; met dien verstande dat—

(i) 'n werkgever wat uitsluitlik of hoofsaaklik self die werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, na gelang van die geval, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerklike werknemer gereken kan word;

(ii) vir die toepassing van hierdie klousule, 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker wat minstens die besoldiging ontvang wat in artikel 4 (1), na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker voorgeskryf word, onderskeidelik as 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker gereken kan word.

11. STUKWERK.

(1) 'n Werknemer in diens op stukwerk vir 'n tyd moet die volle bedrag betaal word wat hy kragtens die stukwerkskaal verdien waaroor hy en sy werkgever ooreengekom het; met dien verstande dat, ongeag die hoeveelheid stukwerk gedoen, dié werknemer ten opsigte van daardie tydperk minstens die besoldiging betaal moet word wat aan hom verskuldig sou gewees het as hy gedurende daardie tyd as 'n tydwerker in diens was, plus 15 persent.

(2) 'n Werkgever moet 'n staat van die stukwerkskaal, genoem in subartikel (1) op 'n opvallende plek in sy inrigting ongeplak hou en hy mag dié skale nie verander nie, tensy hy minstens twee weke kennis van die voorgenome wysiging aan sy werknemer gegee het.

12. LOGBOEK.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a night watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Day of the Covenant and Christmas Day and shall be paid in respect of each such day not less than the weekly remuneration prescribed in section 4 (1) for an employee of his class, 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 or night watchman works on New Year's Day, Good Friday, Easter Monday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the weekly remuneration prescribed in section 4 (1) for an employee of his class, 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, Easter Monday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day, not less than the daily remuneration prescribed in section 4 (1) for a casual labourer, plus such 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 or a night watchman, works on a Sunday, his employer shall either—

(a) pay to him not less than the weekly remuneration prescribed in section 4 (1) for an employee of his class, divided by two and a half, or

(b) pay to him not less than one and a third times the weekly remuneration prescribed in section 4 (1) for an employee of his class, divided by 45 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 him in respect thereof not less than the weekly remuneration prescribed in section 4 (1) 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 remuneration prescribed in section 4 (1) (b) for a casual labourer, divided by nine for each hour or part of an hour so worked.

10. PROPORTION OR RATIO.

(1) An employer shall not employ—

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

(b) an unqualified sweetmaker, unless he has in his employ one qualified sweetmaker;

(c) a general worker at a weekly remuneration of less than the remuneration prescribed in section 4 (1) for a general worker with 15 months' experience, unless he has in his employ one general worker at a remuneration of not less than the remuneration prescribed for a general worker with 15 months' experience;

and for each qualified clerical employee or sweetmaker, not more than one unqualified clerical employee or sweetmaker respectively, and for each general worker receiving not less than the remuneration prescribed for a general worker with 15 months' experience, not more than one general worker at less than the remuneration prescribed for a general worker with 15 months' experience, may be employed; provided that—

(i) an employee who is wholly or mainly engaged in performing the work of a foreman, sweetmaker, or clerical employee may be deemed to be a foreman, qualified sweetmaker or clerical employee as the case may be;

(ii) for the purposes of this clause, an unqualified clerical employee or sweetmaker receiving not less than the remuneration prescribed in section 4 (1) for a qualified clerical employee or sweetmaker as the case may be, may be deemed to be a qualified clerical employee or sweetmaker, respectively.

11. PIECEWORK.

(1) An employee employed on piecework for any period shall be paid the full amount earned by him under the piecework rates agreed upon between him and his employer; provided that irrespective of the amount of piecework 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 piecework rates referred to in sub-section (1) and shall not alter such rates, unless he has given his employee not less than two weeks' notice of the proposed alteration.

12. LOG BOOK.

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

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal gewone werkeure.....
 Getal oortydure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Onklaarrakings, ongevalle en/of ander vertragings.....

.....
 Handtekening van bestuurder.

(2) Elke bestuurder aan wie die logboek wat in subartikel (1) voorgeskryf word, verskaf is, moet, tensy hy deur siekte of ander onvermydelike oorsaak verhinderd word, die daaglikse log ten opsigte van elke dag se werk in tweevoud invul en binne vier-en-twintig uur na afloop van die dag se werk waarop dit betrekking het, 'n afskrif aan sy werkgewer aflewer.

(3) Elke werkgewer moet die voltooië afskrif van die daaglikse log 'n tydperk van drie jaar na datum waarop dit ingevul is, bewaar.

13. OORPAKKE.

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

(2) Alle oorpakke moet vir die rekening van die werkgewer gewas en gestryk word.

(3) Die bepalinge van hierdie artikel is nie op 'n klerklike werknemer of op 'n handelsreisiger van toepassing nie.

14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

'n Werkgewer mag geen persoon onder 15 jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

Die werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los arbeider, aan daardie werknemer 'n dienssertifikaat uitreik wat die name van die werkgewer en werknemer voluit, die aard van die diens, die datums van die begin en beëindiging van die kontrak en die skaal van besoldiging op die datum van beëindiging vermeld.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, met uitsondering van 'n los arbeider, moet minstens een week skriftelik kennis van sy voorneme gee om die dienskontrak te beëindig, of in plaas daarvan minstens die weeklikse besoldiging betaal wat die werknemer onmiddellik voor die datum van beëindiging ontvang het; met dien verstande dat onderstaande nie daardeur geraak word nie—

(i) die reg van die werkgewer of werknemer om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende beskou word;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir altwee partye en vir langer as een week.

(2) As 'n ooreenkoms ingevolge die bepalinge van die tweede voorbehoud van subartikel (1) van hierdie artikel gesluit is, is die besoldiging wat die werkgewer moet bepaal in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Die kennisgewing wat in subartikel (1) van hierdie artikel voorgeskryf word, word van krag op die dag waarop dit gegee word; met dien verstande dat kennis nie tydens die werknemer se afwesigheid met jaarlikse verlof kragtens artikel 7 of met siekteverlof kragtens artikel 8 gegee mag word nie.

17. UITGAWES VAN DIE RAAD.

Ter bestryding van die Raad se uitgawes, moet elke werkgewer elke vierde week 'n bedrag van 4d. van die verdienste van elkeen van sy werknemers aftrek. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag binne een week nadat die bedrae van die werknemers ingevorder is, aan die Sekretaris van die Raad, Posbus 27, Oos-Londen, stuur.

18. VRYSTELLINGS.

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

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 hours from.....a.m./p.m. to.....a.m./p.m.
 Breakdowns, accident and/or other delays.....

.....
 Signature of driver.

(2) Every driver upon being provided with the log book referred to in sub-section (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.

13. 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.

(3) The provisions of this section shall not apply to a clerical employee or a traveller.

14. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

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

15. CERTIFICATE OF SERVICE.

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

16. 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, of his intention to terminate the contract of employment, or an employer shall pay in lieu thereof not less than the weekly remuneration which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

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

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

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

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

17. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council, each employer shall deduct the sum of 4d. every fourth week from the earnings of each of his employees. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 27, East London, within one week after having collected the amounts from the employees.

18. EXEMPTIONS.

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

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

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

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

19. TOEPASSING VAN OOREENKOMS.

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

20. AGENTE.

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

21. VERTONING VAN OOREENKOMS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

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

23. AFTREKORDERS.

Op die skriftelike versoek van sy werknemer moet 'n werkgewer van die werknemer se loon die ledegeld aftrek wat kragtens die vakvereniging se reglement aan die Sweet Workers' Union verskuldig is en die volle bedrag aldus afgetrek aan die betrokke vakvereniging stuur.

Soos gemagtig vir en namens die partye op hede die 15de dag van Januarie 1953 in Oos-Londen geteken.

J. PARKIN,
Voorsitter van die Raad.
J. W. BUSH,
Ondervoorsitter van die Raad.
G. C. POTGIETER,
Sekretaris van die Raad.

* No. 2113.] [25 September 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

LEKKERGOEDNYWERHEID, OOS-LONDEN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens 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 Lekkergoednywerheid, Oos-Londen, gepubliseer by Goewermentskennisgewing No. 2112 van 25 September 1953, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die betrokke bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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

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

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

(4) The Secretary of the Council shall—

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

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EXHIBITION OF AGREEMENT.

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

22. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

23. STOP ORDERS.

An employer shall upon written request of his employee, deduct from his 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.

Signed at East London, as authorised for and on behalf of the parties, on this 15th day of January, 1953.

J. PARKIN,
Chairman of the Council.
J. W. BUSH,
Vice-Chairman of the Council.
G. C. POTGIETER,
Secretary of the Council.

* No. 2113.] [25 September 1953.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

SWEET MANUFACTURING INDUSTRY, EAST LONDON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do 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 Sweet Manufacturing Industry, East London, published under Government Notice No. 2112 of 25th 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.