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UNION OF SOUTH AFRICA

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 212.] [10 Februarie 1956.

NYWERHEID-VERSOENINGSWET, 1937.

MACARONINYWERHEID, BELLVILLE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Macaroninywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 Junie 1957 eindig, bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 van genoemde Ooreenkoms, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 Junie 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Bellville; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 van genoemde Ooreenkoms, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 30 Junie 1957 eindig, in die magistraatsdistrik Bellville *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.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 212.] [10 February 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

MACARONI MANUFACTURING INDUSTRY, BELLVILLE.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) 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 Macaroni Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of June, 1957, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending the 30th day of June, 1957, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of Bellville; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial District of Bellville and from the second Monday after publication of this notice and for the period ending the 30th day of June, 1957, the provisions contained in clauses 3 to 13 (inclusive) 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.

J. DE KLERK,
Minister of Labour.

BYLAE.

VERSOENINGSRAAD VIR DIE MACARONINYWERHEID.

OOREENKOMS

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

United Macaroni Factories Ltd.

(hier onder „die werkgewer” genoem), aan die een kant en die

Food and Canning Workers Union

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

wat die partye is by die Versoeningsraad vir die Macaroni-nywerheid.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Macaroni-nywerheid in die magistraatsdistrik Bellville nagekom word deur die werkgewer en die werknemers wat lede van die vakvereniging is en vir wie lone in klousule 4 hiervan voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van arbeid kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet bepaal word, en bly van krag vir die tydperk wat op 30 Junie 1957 eindig, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWINGS.

„Los werknemer” beteken 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is.

„Versendingsklerk en nasiener” beteken 'n werknemer wat klerklike werk doen en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van sodanige goedere, die nasien van pakkette en die merk en adresseer daarvan.

„Ondervinding” beteken met betrekking tot 'n versendingsklerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n versendingsklerk in die Macaroni-nywerheid gehad het.

„Fabriek” beteken enige inrigting waarin drie of meer persone in diens is vir enigeen van die werksaamhede genoem in die paragraaf wat die Macaroni-nywerheid omskryf, of persele waarop minder as drie persone aldus in diens is, indien meganiese krag vir ander doeleindes as gewone verligtingsdoeleindes vir genoemde werksaamhede gebruik word.

„Aansporingsloonwerk” beteken enige stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid of omvang van gedane werk gebaseer word.

„Macaroni-nywerheid” beteken die nywerheid waarin 'n werkgewer en sy werknemers in 'n fabriek geassosieer is vir die vervaardiging, verpakking, preservering en konsentring van macaroni, vermicelli, spaghetti, eiernoedels, roomyskeëls, met inbegrip van alle werksaamhede wat daarby hoort of daaruit voortspruit en wat deur enigeen van sulke werkgewers en sy werknemers verrig word.

„Korttyd” beteken 'n tydelike vermindering van die getal gewone werke as gevolg van slappe in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid of 'n algemene onklaarmaking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak word.

„Algemene werker” beteken 'n werknemer wat een of meer van die volgende bedrywe uitoefen of werksaamhede verrig:—

- (1) 'n Masjien voer of daarvan afneem.
- (2) Vervaardigde artikels met die hand in aparte houers verpak.
- (3) Met 'n gestelde skaal afweeg.
- (4) Datums op houers met die hand stempel.
- (5) Pakkette met die hand toemaak.
- (6) Kartonhouers gereedmaak en sodanige houers met keëls vul.
- (7) Persele, masjinerie, werktuie, gereedskap, gerei, voertuie of ander artikels skoonmaak.
- (8) Laai of aflaai.
- (9) Goedere dra, verskuif of opstawel; enige voertuig stoot of trek.
- (10) Deure, kiste, pakkette, bale of sakke oopmaak of toemaak.
- (11) Briewe, boodskappe of goedere te voet of per fiets, driewieler of handvoertuig aflewer.

„Loon” beteken daardie gedeelte van die besoldiging wat aan 'n werknemer in kontant betaalbaar is ten opsigte van die gewone werke wat in klousule 6 (1) voorgeskryf is.

By die indeling van 'n werknemer word dit vir die toepassing van hierdie Ooreenkoms beskou dat hy tot die klas behoort waarin hy uitsluitlik of hoofsaaklik in diens is.

SCHEDULE.

CONCILIATION BOARD FOR THE MACARONI MANUFACTURING INDUSTRY.

AGREEMENT

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

United Macaroni Factories, Ltd.

of the one part (hereinafter referred to as “the employer”), and the

Food and Canning Workers' Union

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

being parties to the Conciliation Board for the Macaroni Manufacturing Industry.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Macaroni Manufacturing Industry in the Magisterial District of Bellville by the employer and those employees who are members of the trade union and for whom wages are prescribed in clause 4 hereof.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act and shall remain in force for the period ending on the 30th June, 1957, or for such a period as may be determined by him.

3. DEFINITIONS.

“Casual employee” means an employee who is employed by the same employer on not more than three days in any week.

“Despatch clerk and checker” means an employee 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 the marking and addressing thereof.

“Experience” means, in relation to a despatch clerk, the total period or periods of employment which such employee has had as a despatch clerk, in the Macaroni Manufacturing Industry.

“Factory” means any establishment in which three or more persons are employed in any of the operations referred to in the paragraph defining the “Macaroni Manufacturing Industry”, or premises on which less than three persons are so employed if mechanical power other than for ordinary lighting purposes, is used for the said operations.

“Incentive rates work” means any system under which an employee's remuneration is based on the quantity or output of work done.

“Macaroni Manufacturing Industry” means the industry in which an employer and his employees are associated in a factory for the manufacture, packing, preserving and concentrating of macaroni, vermicelli, spaghetti, eggneedles, ice-cream cones, and includes all operations incidental thereto or consequent thereon, carried on by any such employer and his employees.

“Short-time” means a temporary reduction in the number of ordinary hours of work, due to slackness of trade, shortage of raw materials, vagaries of the weather or a general breakdown in plant or machinery caused by accident or other unforeseen emergency.

“General worker” means an employee engaged in one or more of the following capacities or operations:—

- (1) Feeding and/or taking off from a machine.
- (2) Packing by hand manufactured articles into individual containers.
- (3) Weighing to a set scale.
- (4) Date stamping containers by hand.
- (5) Closing packages by hand.
- (6) Preparing cardboard containers and filling such containers with cones.
- (7) Cleaning premises, machinery, implements, tools, utensils, vehicles or other articles.
- (8) Loading or unloading.
- (9) Carrying, moving or stacking articles, pushing or pulling any vehicle.
- (10) Opening or closing doors, boxes, packages, bales, sacks or bags.
- (11) Delivering letters, messages, or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle.

“Wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6 (1).

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

4. BESOLDIGING.

(1) Die minimum loon wat deur 'n werkgewer aan elkeen van ondergenoemde klasse van sy werknemers betaal moet word, is soos volg:—

	Per week.
	£ s. d.
Versendingsklerk en nasiener	6 0 0
Algemene werker—	
manlik	2 2 6
vroulik	1 18 6

Los werknemer: een-vyfde van die weekloon vir elke dag of gedeelte van 'n dag na gelang van die klas werk wat gedoen word.

(2) Niks in hierdie Ooreenkoms kan die loon verminder wat betaal word aan 'n werknemer wat reeds by die inwerkingtreding van hierdie Ooreenkoms in diens is nie.

(3) *Differensiële loon.*—'n Werknemer wat op enige dag verskillende klasse werk verrig waarvoor verskillende lone voorgeskryf is, moet teen die hoogste loon, wat aldus voorgeskryf is, vir daardie hele dag betaal word.

(4) *Lewenskostetoelae.*—'n Werknemer is, benewens die besoldiging voorgeskryf in klousule 4 (1), geregtig op, en daar moet aan hom betaal word, 'n lewenskostetoelae van minstens die betrokke toelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of ingevolge enige latere maatregel wat voorsiening maak vir lewenskostetoelae betaalbaar ten opsigte van die Nywerheid, soos omskryf.

(5) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n loswerknemer, 'n weeklikse en behoudens soos bepaal in klousule 5 (5) en klousule 5 (6), moet 'n werknemer ten opsigte van enige week minstens die volle weekloon betaal word wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone ure gewerk het wat in klousule 6 (1) voorgeskryf is, of minder.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalinge van klousule 7 (3) van hierdie Ooreenkoms, moet lone en lewenskostetoelae, asook ander bedrae wat aan 'n werknemer verskuldig is, weekliks in kontant en binne 15 minute na beëindiging van die werk vir die dag, of Donderdag of Vrydag betaal word, watter een ook al die gewone betaaldag van die betrokke inrigting is. Ingeval van die beëindiging van die diens van 'n werknemer voor die gewone betaaldag van die inrigting moet alle verskuldigde bedrae aan hom binne een uur van sodanige beëindiging betaal word, en voorts met dien verstande dat wanneer 'n werknemer korttyd werk, betaling ingevolge hierdie subklousule binne 15 minute moet plaasvind na die werknemer vir die week ophou werk.

(2) Lone en ander bedrae moet in verseëld koevert of ander geskikte houers betaal word en moet in elke geval van 'n skriftelike staat vergesel gaan wat of op 'n koevert gedruk of, indien nodig in enige houer wat gebruik word, geplaas is, wat deur die werkgewer bewaar moet word en die volgende besonderhede aantoon:—

- Die basiese loonskaal van die werknemer;
- die skaal van die werknemer se lewenskostetoelae;
- die week of maand waarvoor betaling geskied;
- die gewone tyd en oortyd wat gedurende daardie week of maand gewerk is;
- die naam van die werknemer;
- die naam van die werkgewer;
- die betaling verskuldig ten opsigte van die gewone tyd en van die oortyd wat gewerk is;
- bykomende bedrae betaal (bv. bonusse, verlofbesoldiging, ens.);
- besonderhede van die aftrekkings deur die werkgewer gedoen;
- die werklike bedrag aan die werknemer betaal.

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

(4) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of in die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer as deel van sy dienskontrak vereis om van hom of van enige persoon of by enige plek wat hy aanwys, losies en inwoning aan te neem nie.

(5) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes op of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof, siekte, versekerings-, voorsorgs- of pensioenfondse of ledigheid vir 'n werknemersorganisasie;
- behoudens soos in klousule 9 bepaal, indien 'n werknemer van sy werk wegbly of vanweë 'n ongeluk of swak gesondheid afwesig is, of as gevolg van nat weer verhinder is om te werk, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;
- 'n aftrekking van enige bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van enige bevoegde hof verplig is of toegelaat word om af te trek;

4. REMUNERATION.

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

	Per Week.
	£ s. d.
Despatch clerk and checker	6 0 0
General worker—	
male	2 2 6
female	1 18 6

Casual employee: One-fifth of the weekly wage for each day or part of a day according to the class of work performed.

(2) Nothing in this Agreement shall have the effect of reducing the wages which were being paid to an employee already in employment as at the date of coming into operation of this Agreement.

(3) *Differential Wage.*—An employee who on any day does different classes of work for which different wages are prescribed shall be paid at the highest wage so prescribed for the whole of that day.

(4) *Cost of Living Allowance.*—In addition to the remuneration prescribed in clause 4 (1) an employee shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, or in terms of any subsequent measure providing for cost of living allowances payable in respect of the industry, as defined.

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

5. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of clause 7 (3) of this Agreement wages and cost of living allowance and other amounts due to an employee shall be paid in cash weekly and not later than fifteen minutes after an employee finishes work for the day, on Thursday or Friday, whichever is the ordinary pay-day of the establishment concerned. In the event of termination of the service of an employee before the usual pay-day of the establishment all amounts due shall be paid to him within one hour of such termination; and provided further that when an employee is working short-time, payments in terms of this sub-clause shall be made not later than fifteen minutes after the employee finishes work for the week.

(2) Wages and other amounts shall be paid in sealed envelopes or other suitable containers and shall be accompanied in each case by a written statement, either imprinted on an envelope or placed where necessary in any other container used, which shall be retained by the employee, and shall show—

- the rate of the basic wage of the employee;
- the rate of the cost of living allowance of the employee;
- the week or month for which payment is being made;
- the ordinary time and overtime worked in that week or month;
- the name of the employee;
- the name of the employer;
- the payment due in respect of the ordinary time and of the overtime worked;
- additional amounts paid (e.g. bonuses, holiday pay, etc.);
- details of the deductions made by the employer;
- the actual amount paid to the employee.

(3) *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.

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

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

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to an employees' organization;
- save as provided in clause 9, when an employee absents himself from work or is absent owing to accident or ill-health or is prevented from working owing to wet weather, a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

- (d) as 'n werknemer toestem of verplig word om kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturelle-arbeid Reguleringswet, 1911, losies en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

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

- (e) 'n Aftrekking van 'n bedrag, wat nie twee sjielings en ses pennies per week te bowe gaan nie, ten opsigte van elke uniform of oorpak wat verlore geraak het en ten opsigte waarvan 'n terugbetaling ingevolge klousule 11 verskuldig is; met dien verstande dat by diensbeëindiging van 'n werknemer, 'n werkgever daarop geregtig is om van enige bedrae wat aan sodanige werknemer verskuldig is, enige balans, verskuldig ten opsigte van 'n verlore uniform of oorjas, af te trek.

(6) Wanneer die gewone werkure wat in klousule 6 voorgeskryf is, weens korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur die getal gewone ure wat deur so 'n werknemer in enige week gewerk is—

- (a) in die geval van korttyd wat veroorsaak word deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe, tensy die werkgever sy werknemer minstens 24 uur kennis geege het van sy voorneme om die gewone werkure aldus te verminder;
- (b) in die geval van korttyd wat ontstaan uit 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis geege het dat geen werk beskikbaar sal wees nie.

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

(1) Behoudens die bepalings van subklousule 5 van hierdie Ooreenkoms mag 'n werkgever nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om—

- (a) langer as 46 uur, met uitsondering van etensonderbrekings, in een week te werk nie;
- (b) op meer as vyf dae in 'n week van Maandag tot en met Vrydag te werk nie;
- (c) langer as 9½ uur op een dag te werk nie;
- (d) 'n los werknemer langer as agt uur op 'n dag te laat werk nie.

(2) *Etenspouse*.—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk waarin sodanige werknemer nie verplig of toegelaat mag word om enige werk te verrig nie en sodanige pouse moet nie as deel van die gewone werkure of oortyd beskou word nie; met dien verstande dat—

- (i) as dié pouse langer as een uur duur, enige tyd bo 1½ uur as gewone werkure gereken moet word;
- (ii) werktydperke wat deur 'n tussenpous van minder as een uur onderbreek word, as aaneenlopend gereken moet word.

(3) *Ruspouse*.—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as doenlik aan die middel van elke oggend- en namiddagwerktydperk toestaan, 'n ruspouse waarin sodanige werknemer nie verplig of toegelaat mag word om enige werk te verrig nie; en sodanige pouse moet as deel van die gewone werkure beskou word.

(4) *Werkure moet aaneenlopend wees*.—Behoudens soos in subklousules (2) en (3) bepaal, moet alle werkure aaneenlopend wees.

(5) *Oortyd*.—Alle ure bo die maksimum getal gewone werkure, in subklousule (1) voorgeskryf, of op 'n Saterdag gewerk, moet as oortyd beskou word.

(6) *Beperking van oortyd*.—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer oortyd as die volgende te werk nie:—

- (i) Tien uur in enige week.
- (ii) Twee uur op enige dag, Maandag tot Vrydag.
- (iii) Vyf uur op Saterdag.

(7) *Vroulike werknemers*.—'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6 nm. en 6 vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1 nm. te werk nie;
- (c) meer as twee uur op enige dag oortyd te werk nie, Maandag tot Vrydag, en vyf uur op Saterdag;
- (d) op meer as 60 dae in enige jaar oortyd te werk nie;
- (e) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

- (i) dié werknemer voor 12-uur middag daarvan in kennis gestel het; of
- (ii) aan die werknemer 'n voldoende ete verskaf het voordat die oortyd begin; of
- (iii) aan die werknemer betyds twee sjielings betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

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

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

- (e) A deduction of an amount not exceeding two shillings and sixpence per week, in respect of each uniform or overall which has been lost and in respect of which a refund is payable in terms of clause 11; provided that upon termination of service of an employee, an employer shall be entitled to deduct from any moneys due to such employee any balance which may be owing in respect of a lost uniform or overall.

(6) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction, in respect of each hour of such reduction, of the employee's weekly wage divided by the number of ordinary hours worked by such employee in any week—

- (a) in the case of short-time arising out of temporary slackness of trade or shortage of raw materials, 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;
- (b) in the case of short-time arising out of a general break-down of plant or machinery caused by 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.

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

(1) Subject to the provisions of sub-clause 5 of this Agreement an employer shall not require or permit an employee, other than a casual employee—

- (a) to work for more than 46 hours, excluding meal breaks in any one week;
- (b) to work on more than five days in any one week from Monday to Friday inclusive;
- (c) to work for more than nine and one-quarter hours on any one day;
- (d) a casual employee to work for more than eight hours per day.

(2) *Meal Intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary hours of work or overtime; provided that—

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

(3) *Rest Intervals*.—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval such 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.

(4) *Hours of Work to be Consecutive*.—Save as provided in sub-clauses (2) and (3) all hours of work shall be consecutive.

(5) *Overtime*.—All hours worked in excess of the maximum number of ordinary hours of work prescribed in sub-clause (1) or on a Saturday shall be deemed to be overtime.

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

- (i) ten hours in any week;
- (ii) two hours on any day; Monday to Friday;
- (iii) five hours on Saturday.

(7) *Females Employees*.—An employer shall not require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day; Monday to Friday, and five hours on Saturday;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime on more than three consecutive days;
- (f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee; or
- (ii) provide such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee two shillings in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(8) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van al die oortyd wat deur hom gewerk is, besoldiging teen minstens 1½ maal die loon betaal wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf is.

7. JAARLIKSE VERLOF.

(1) 'n Werknemer, uitgesonderd 'n los werknemer, is daarop geregtig en moet twee agtereenvolgende weke verlof ten opsigte van elke voltooië jaar diens by dieselfde werkgewer toegestaan word, en moet ten opsigte van elke week daarvan minstens die weeklikse besoldiging betaal word wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het. As Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van daardie verlof val, moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk as 'n bykomende tydperk van verlof met besoldiging gevoeg word; met dien verstande dat indien enigeen van hierdie vier dae op 'n Saterdag val, die bepalinge van hierdie subklousule ten opsigte van so 'n dag nie van toepassing is nie.

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

- 'n werkgewer van sy werknemer kan vereis of hom toelaat om sy jaarlikse verlof voor die voltooiing van die jaar diens waarop dit betrekking het, te neem;
- behoudens soos in voorbehoud (v) bepaal, sodanige verlof binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- 'n werkgewer enige dae geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se versoek met volle besoldiging aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek;
- die tydperk van sodanige verlof nie met siekteverlof, ewemin met 'n tydperk wanneer die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;
- 'n werkgewer en sy werknemer ooreen kan kom dat jaarlikse verlof oor 'n diensjaar van hoogstens twee agtereenvolgende jare kan oploep.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by 'n werkgewer eindig, voordat die verloftydperk, genoem in subklousule (1), opgeloopt het, moet, behoudens soos in die derde voorbehoud van subklousule (2) bepaal, by sodanige beëindiging ten opsigte van elke voltooië maand van daardie tydperk van minder as een jaar minstens een-seste van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

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

(6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

- kragtens subklousule (1) met verlof afwesig is;
- verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- op las of op versoek van sy werkgewer van sy werk afwesig is;
- kragtens klousule 9 met siekteverlof afwesig is wat altesame vir enigeen of al hierdie klousules hoogstens tien weke in 'n jaar bedra, en bereken word dat dit in die geval van 'n werknemer wat, voordat dié Ooreenkomste van krag geword het, op verlof ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregtig geword het, van die datum begin waarop sodanige werknemer laas kragtens dié Wet of die aanvangsdatum van sy diens op sodanige verlof geregtig geword het, na gelang van die jongste datum.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof wat hom met volle besoldiging op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag toegestaan moet word; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk; voorts met dien verstande dat indien so 'n vakansiedag op 'n Saterdag val, die bepalinge van hierdie subklousule, uitgesonderd die eerste voorbehoud, nie ten opsigte van sodanige dag van toepassing is nie.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke dag, benewens die bedrag wat aan hom verskuldig sou wees indien hy nie op daardie dag gewerk het nie, sy weekloon betaal, uitgesonderd lewenskostetoelae, gedeel deur vyf, afgesien van die getal ure wat hy op sodanige dag gewerk het; met dien verstande dat indien enigeen van dié dae op 'n Saterdag val, die bepalinge van hierdie paragraaf nie ten opsigte van so 'n dag van toepassing is nie, en die besoldiging wat verskuldig is ten opsigte van werk wat op sodanige dag gedoen word, ingevolge die bepalinge van klousule 6 (8) moet wees.

(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 one-third times the wage laid down in clause 4 (1) for an employee of his class.

7. ANNUAL LEAVE.

(1) An employee, other than a casual employee, shall be entitled to and be granted two consecutive weeks' leave of absence in respect of each completed year of employment with the same employer, and shall in respect of each week thereof be paid not less than the weekly remuneration which he was receiving immediately before the commencement of such leave. If New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day be added to the said period as a further period of leave with pay; provided that if any of these four days falls on a Saturday, the provisions of this sub-clause shall not apply in respect of such day.

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

- an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
- save as provided in proviso (v), such leave shall be granted not later than two months after the completion of the year of employment to which it relates;
- an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's request during the year of employment to which the period of annual leave relates;
- the period of such leave shall not be concurrent with sick leave nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- an employer and his employee may agree that annual leave be accumulated over a period of employment of not more than two consecutive years.

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

(4) An employee whose contract of service terminates in the first or any subsequent year of employment with an employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the third proviso to sub-clause (2), upon such termination be paid in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

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

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

- absent on leave in terms of sub-clause (1);
- required to undergo training under the South Africa Defence Act, 1912;
- absent from work on the instructions of or at the request of his employer;
- absent on sick leave in terms of clause 9 amounting in the aggregate for any or all of these clauses to not more than ten weeks in any year, and shall be deemed to commence in the case of an employee who had before the coming into operation of the agreement become entitled to leave in terms of the Factories, Machinery and Building Works Act, 1941, from the date on which such employee last became entitled to such leave under such Act or the date of his commencement of employment, whichever is the later.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a casual employee shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day; provided further that when such holiday falls on a Saturday, the provisions of this sub-clause other than the first proviso shall not apply in respect of such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each day in addition to the amount which would be due to him had he not worked on such day, his weekly wage, excluding cost of living allowance, divided by five, irrespective of the number of hours worked on such day; provided that if any such day falls on a Saturday, the provisions of this paragraph shall not apply in respect of such day and the payment due in respect of work performed on such day, shall be in terms of clause 6 (8).

(b) As 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens dubbel die dagloon betaal wat vir hom in klousule 4 (1) voorgeskryf is.

(3) *Betaling vir werk op Sondag.*—As 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom of—

- (i) minstens dubbel sy dagloon betaal; of
- (ii) vir elke uur of gedeelte van 'n uur aldus gewerk, minstens $1\frac{1}{3}$ maal sy gewone loon betaal ten opsigte van die totale tydperk op so 'n Sondag gewerk, en hom binne sewe dae van sodanige Sondag af een dag verlof toestaan en hom ten opsigte daarvan sy dagloon betaal.

(b) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die dagloon betaal wat vir hom in klousule 4 (1) voorgeskryf is.

(4) *Voorbehoud.*—Die bepalinge van subklousules (2) en (3) is nie van toepassing op 'n werknemer wat 'n basiese loon van minstens £780 per jaar verdien nie.

9. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemers wat een maand diens by hom voltooi het en wat vanweë siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, van sy werk afwesig is, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesame tien werkdag siekteverlof gedurende enige enkele jaar diens by hom toestaan en hom ten opsigte van elke sodanige dag een-vyfde van die weekloon betaal wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgever kan eis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

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

10. AANSPOINGSLOONWERK.

(1) Behoudens soos in klousule 5 (5) bepaal, moet 'n werkgever sy werknemer wat aansporingsloonwerk enige tyd lank verrig, besoldiging betaal teen die skale waarvoor tussen die werkgever en sy werknemer ooreengekom is; met dien verstande dat, afgesien van die hoeveelheid of omvang van gedane werk, die werkgever sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin aansporingsloonwerk verrig word, die weekloon wat in klousule 4 (1), gelees met klousule 6 (8), vir 'n werknemer van sy klas en gebied voorgeskryf word.
- (b) In die geval van 'n los werknemer, ten opsigte van elke dag waarop aansporingsloonwerk verrig word, die loon wat in klousule 4 (1), gelees met klousule 6 (8), voorgeskryf word.

(2) 'n Werkgever moet op 'n opvallende plek in sy inrigting 'n rooster van die aansporingskale wat in subklousule (1) genoem word, opgeplak hou.

(3) 'n Werkgever of 'n werknemer wat voornemens is om 'n ooreenkoms op te lê of om te onderhandel vir 'n wysiging van 'n ooreenkoms ten opsigte van aansporingsloonwerk, moet minstens een week kennis van so 'n voorneme gee.

11. UNIFORMS EN OORPAKKE.

'n Werkgever moet elkeen van sy werknemers van twee uniforms of oorpakke per jaar voorsien en moet sodanige werknemer een sjieling per week betaal tot die koste van die skoonmaak van sodanige uniforms of oorpakke, en sulke uniforms of oorpakke bly die eiendom van die werkgever; met dien verstande dat as 'n werknemer so 'n uniform of oorpak sou verloor, hy aan die werkgever 'n bedrag van minstens een-twaalfde van die koste van daardie uniform of oorpak moet terugbetaal vir elke voltooië maand voor die verstrekking van die jaar waarvoor die uniform of oorpak uitgereik is; met dien verstande dat die werknemer vir so 'n terugbetaling nie aanspreeklik is ingeval dié uniform of oorpak buite werkure uit die werkgever se inrigting verlore raak nie.

12. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER 15 JAAR.

Geen werkgever mag enige persoon onder die ouderdom van 15 jaar in diens neem nie.

13. BEÏNDIGING VAN DIENSKONTRAK.

(a) Behoudens—

- (i) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om enige rede wat wetlik as voldoende erken word sonder kennisgewing te beëindig, of
- (ii) die bepaling van enige skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n opseggingstyd van gelyke duur aan albei kante en vir langer as een week;

moet 'n werkgever en sy werknemer, uitgesonderd 'n los werknemer, gedurende die eerste maand diens minstens 24 uur kennis gee en daarna minstens een week kennis van sy voorneme om die dienskontrak te beëindig.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day his employer shall pay to him for each such day not less than double the daily wage prescribed for him in clause 4 (1).

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

- (i) pay to him not less than double his daily wage; or
- (ii) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and shall grant to him within seven days of such Sunday one day's holiday and pay to him his daily wage in respect thereof.

(b) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the daily wage prescribed for him in clause 4 (1).

(4) *Savings.*—The provisions of sub-clauses (2) and (3) shall not apply to an employee earning a basic wage of not less than £780 per annum.

9. SICK LEAVE.

(1) An employer shall grant to his employee who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—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 work day—one-fifth of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the cause of absence in respect of each period of absence for which payment is claimed.

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

10. INCENTIVE RATES WORK.

(1) Save as provided in clause 5 (5), an employer shall pay to his employee, who is employed on incentive rates work for any period, remuneration at the rates agreed upon between the employer and his employee; provided that, irrespective of the quantity or output of work done, the employer shall pay to such an employee not less than—

- (a) in the case of an employee, other than a casual employee, in respect of each week in which incentive rates work is performed, the weekly wage prescribed in clause 4 (1) read with clause 6 (8) for an employee of his class and area;
- (b) in the case of a casual employee, in respect of each day on which incentive rates work is performed the wage prescribed in clause 4 (1) read with clause 6 (8).

(2) An employer shall keep posted up in a conspicuous place in his establishment, a schedule of the incentive rates referred to in sub-clause (1).

(3) An employer or an employee, who intends to cancel, or to negotiate for an alteration of, an agreement in regard to incentive rates work, shall give not less than one week's written notice of such intention.

11. UNIFORMS AND OVERALLS.

An employer shall provide free of charge two uniforms or overalls per annum to each of his employees and shall pay such employee one shilling per week towards the cost of cleaning such uniforms or overalls and such uniforms or overalls shall remain the property of the employer; provided that should an employee lose such uniform or overall he shall refund to the employer an amount of not less than one-twelfth of the cost of such uniform or overall for each completed month before the expiry of the year for which the uniform or overall was issued; provided that the employee shall not be liable for such refund in the event of loss of uniform or overall from the employer's establishment outside working hours.

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(a) Subject to—

- (i) the right of an employer or employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient; or
- (ii) the provision of any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

an employer and his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment.

(b) Ingeval 'n werkgewer of 'n werknemer in gebreke bly om kennis te gee soos in subartikel (a) hiervan bepaal, moet hy onderskeidelik die volgende betaal of verbeur—

(i) in die geval van 'n werknemer wat hoogstens een maand diens by die betrokke werkgewer voltooi het, een-vyfde van die weekloon wat so 'n werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

(ii) in die geval van 'n werknemer wat meer as een maand diens by die betrokke werkgewer voltooi het, die weekloon wat so 'n werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(c) Indien enige geld wat deur 'n werkgewer aan 'n werknemer by wyse van lone verskuldig is, onvoldoende is om die volle verbeurde bedrag te dek wat in subartikel (b) van hierdie artikel genoem word, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om so 'n bedrag uit ander voordele (as daar is) wat by die beëindiging van sy dienskontrak vir sodanige werknemer aan die oploop was, te hou.

Vir die toepassing van hierdie subartikel, moet enige besolddiging wat aan 'n werknemer kragtens subklousule 4 van klousule 7 van hierdie Ooreenkoms verskuldig is, ook as 'n voordeel beskou word wat aan die oploop was.

(d) Wanneer 'n ooreenkoms ingevolge die bepalings van subartikel (a) (ii) van hierdie artikel gesluit word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waarvoor ooreengekom is.

(e) Die kennisgewing genoem in subklousule (a), word van krag op die dag waarop dit gegee word; met dien verstande dat die kennisgewing nie mag saamval, of kennis gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, of met siekteverlof kragtens klousule 9 nie.

In Kaapstad onderteken op hede die 9de dag van Desember 1955.

P. P. J. L. WESSELS, *Voorsitter.*

P. J. KELYNACK,

Gemagtigde werkgewersvertegenwoordiger.

F. VAN RHEEDE,

Gemagtigde werknemersvertegenwoordiger.

J. J. HANEKOM, *Sekretaris.*

* No. 213.]

[10 Februarie 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MACARONINYWERHEID, BELLVILLE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Macaroninywerheid, Bellville, gepubliseer by Goewermentskennisgewing No. 212 van 10 Februarie 1956, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

(b) In the event of an employer or an employee failing to give notice as provided for in sub-section (a) hereof, he shall pay or forfeit respectively—

(i) in the case of an employee who has not completed more than one month's employment with the employer in question, one-fifth of the weekly wage which such employee was receiving immediately before the date of such termination;

(ii) in the case of an employee who has completed more than one month's employment with the employer in question, the weekly wage which such employee was receiving immediately before the date of such termination.

(c) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-section (b) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-section any payment which may be due to an employee in terms of sub-clause 4 of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

(d) When an agreement is entered into in terms of sub-section (a) (ii) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(e) The notice referred to in sub-clause (a) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 9.

Signed at Cape Town this 9th day of December, 1955.

P. P. J. L. WESSELS, *Chairman.*

P. J. KELYNACK,

Duly Authorised Representative (Employers).

F. VAN RHEEDE,

Duly Authorised Representative (Employees).

J. J. HANEKOM, *Secretary.*

* No. 213.]

[10 February 1956.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

MACARONI MANUFACTURING INDUSTRY, BELLVILLE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Macaroni Manufacturing Industry, Bellville, published under Government Notice No. 212 of the 10th February, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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