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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1019.]

[8 June 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

SWEETMAKING INDUSTRY, JOHANNESBURG.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 19 (inclusive) 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 Johannesburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 19 (inclusive) and 23 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1019.]

[8 Junie 1956.

NYWERHEID-VERSOENINGSWET, 1937.

LEKKERGOEDNYWERHEID, JOHANNESBURG.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Lekkergoednywerheid betrekking het, van die tweede Maandag na publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is.
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 19 en 23 van genoemde Ooreenkoms van die tweede Maandag na publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Magistraatsdistrik Johannesburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 19 en 23 van genoemde Ooreenkoms van die tweede Maandag na publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, in die Magistraatsdistrik Johannesburg, *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG).

AGREEMENT

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

"absence" in the definitions "assistant despatch clerk", "assistant foreman" and "assistant storeman" shall have a like meaning to any absence which in terms of clause 7 (7) is regarded as employment;

"artisan" means an employee who is employed to do work normally performed by an employee who has served an apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944;

"assistant despatch clerk" means an employee who, under the general supervision of a despatch clerk, performs any of the duties or operations mentioned in the definition "despatch clerk", including the checking of orders and who may act for him during his absence;

"assistant foreman" means an employee, who under the general supervision of a foreman, performs the duties of a foreman and who may act for him during his absence;

"assistant storeman" means an employee who, under the general supervision of a storeman, performs any of the duties or operations mentioned in the definition "storeman" and who may act for him during his absence;

"boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and the steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;

"board" without limiting its ordinary meaning, means food of reasonable quantity, quality, and variety, including vegetables, costing to the employer not less than the amount which he may deduct in terms of clause 5 (6) (d);

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"chauffeur" means an employee who is engaged in driving a motor vehicle intended to carry passengers and used mainly for the conveyance of his employer or other persons being mainly staff, clients or visitors and which may be used for the conveyance of letters, books or parcels;

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

"despatch clerk" means an employee who is engaged in clerical duties and who is responsible for receiving goods into an establishment or into or from a store or from departments for despatch and from the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing or despatch of such goods and the checking, weighing, marking or addressing of packages;

"driver of a motor vehicle" means an employee, other than a chauffeur, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "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;

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit deur die Sweet Industries Association (Transvaal)

(hieronder die „werkgewers”, of die „werkgewersvereniging” 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 (Johannesburg).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word deur alle lede van die werkgewersvereniging wat die Lekkergoednywerheid uitoefen in die magistraatsdistrik Johannesburg en deur alle lede van die vakvereniging wat werknemers in die nywerheid is, uitgesonderd administratiewe en klerklike werknemers, reisigers, drywers van reisigers, en monsterjongens; met dien verstande etger dat sodanige uitsluiting nie op versendingsklerke, assistent-versendingsklerke, stoormanne en assistent-stoormanne van toepassing is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

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

„afwesigheid” in die woordomskrywings „assistent-versendingsklerk”, „assistent-voorman” en „assistent-stoorman” dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens beskou word;

„vakman”, 'n werknemer wat in diens geneem word om werk te verrig wat gewoonlik deur 'n werknemer gedoen word wat 'n vakleerlingskap in 'n ambag ingevolge die Wet op Vakleerlinge, 1944, gedien het;

„assistent-versendingsklerk”, 'n werknemer wat, onder toesig van 'n versendingsklerk, een of meer van die werksaamhede verrig wat in die woordomskrywing „versendingsklerk” genoem is, met inbegrip van die nagaan van bestellings en wat in sy afwesigheid vir hom kan waarneem;

„assistent-voorman”, 'n werknemer wat, onder toesig van 'n voorman, die pligte van 'n voorman verrig en wat in sy afwesigheid vir hom kan waarneem;

„assistent-stoorman”, 'n werknemer wat, onder toesig van 'n stoorman, een of meer van die werksaamhede verrig wat in die woordomskrywing „stoorman” genoem word, en wat in sy afwesigheid vir hom kan waarneem;

„ketelbediener”, 'n werknemer wat, onder algemene toesig, verantwoordelik is vir die instandhou van die waterstand en stoomdruk in 'n ketel en wat die vuur in so 'n ketel maak, instandhou en uittrek;

„losies”, sonder om die gewone betekenis te beperk, beteken 'n redelike hoeveelheid kos van 'n redelike kwaliteit en verskeidenheid, met inbegrip van groente, wat die werkgewer nie minder kos as die bedrag wat hy kan aftrek kragtens klousule 5 (6) (d) nie;

„los werknemer”, 'n werknemer wat nie vir hoogstens drie dae per week in diens by dieselfde werkgewer is nie;

„chauffeur”, 'n werknemer wat 'n motorvoertuig dryf, wat bedoel is vir die vervoer van passasiers, en hoofsaaklik gebruik word vir die vervoer van sy werkgewer of ander persone nl. hoofsaaklik personeel, kliënte of besoekers en wat gebruik kan word vir die vervoer van briewe, boeke of pakkies;

„kleedkamerbediende”, 'n werknemer wat toesig het oor 'n kleedkamer waarin 'n werknemer kan veele van sy klere kan bêre of oor sluitkaste waarin 'n werknemer sy besittings kan bêre;

„versendingsklerk”, 'n werknemer wat klerklike pligte verrig en wat verantwoordelik is vir die ontvang van goedere in 'n inrigting of in of van 'n stoor of van afdelings vir versending en vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymeekaarmaak, natel, weeg, verpakking of versending van sulke goedere en die natel, afweeg, merk en adresseer van pakkies;

„drywer van 'n motorvoertuig”, 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en vir die doel van hierdie woordomskrywing omvat die uitdrukking „die dryf van 'n motorvoertuig” alle tydperke wanneer daar gedryf word en enige tyd wat deur die drywer bestee word aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay;

"establishment" means any premises in or in connection with which the Sweet Manufacturing Industry is carried on;

"experience" means in relation to a grade I employee, a grade II employee, a grade III employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry as a grade I employee, a grade II employee, a grade III employee or a sweetmaker, respectively; provided that any period or periods of employment up to a maximum of twelve months which—

- (a) a grade I employee has had as a grade II or grade III employee shall be deemed to be experience as a grade I employee;
- (b) a grade II employee has had as a grade III employee shall be deemed to be experience as a grade II;
- (c) a grade III employee has had as a grade II employee shall be deemed to be experience as a grade III employee;

provided further that one-half of any period or periods of employment which a sweetmaker has had as a grade I employee, a grade II employee or a grade III employee shall be deemed to be experience as a sweetmaker up to a maximum of twelve months of such experience;

"feeding machine" means the placing into a machine or onto a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

"filling a machine" means depositing or dumping material into a hopper or other intake container attached to or forming part of a machine from which hopper or container the processing mechanism regulates its own intake of such material and where such depositing or dumping does not involve discretion, precision or skill as to amount or position;

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

"grade I employee" means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Hand dipping or hand coating in or with chocolate or fourree;
- (2) operating a chocolate enrobing machine;
- (3) operating a chocolate neapolitan machine;
- (4) operating a liquorice extruder;
- (5) operating a lozenge cutting and stamping machine;
- (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;
- (7) operating a moulding machine and for the purposes of this definition a moulding machine means a machine in which the shape of the individual sweet is given to it by the pouring of liquid sweet material into permanent moulds of the shape concerned;
- (8) operating a packet making and filling machine;
- (9) operating a power-driven paper or board guillotine;
- (10) operating a power-driven scoring machine;
- (11) operating a starch or master mogul machine;

"grade I employee, qualified," means a grade I employee who has had not less than eighteen months' experience;

"grade I employee, unqualified," means a grade I employee who has had less than eighteen months' experience;

"grade II employee" means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Wrapping sweets by hand, but excludes wrapping sweets by hand up to and including the retail price of 1d. per unit;
- (2) packing sweets into containers by hand according to number, size, weight, arrangement or type, but excludes packing sweets into containers by hand according to number, size, weight, arrangement or type up to and including the retail price of 1d. per unit;

"grade II employee, qualified," means a grade II employee who has had not less than eighteen months' experience;

"grade II employee, unqualified," means a grade II employee who has had less than eighteen months' experience;

"grade III employee" means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Assembling orders;
- (2) boiling sugar;

"noodwerk", enige werk wat weens onvoorsiene oorsake soos bv. brand, storm, ongeluk, epidemie, gewelddaad of diefstal, sonder versuim gedoen moet word;

"inrigting", 'n perseel waarin of waarop die lekkergoednywerheid uitgeoefen word;

"ondervinding", met betrekking tot 'n graad I-werknemer, 'n graad II-werknemer, 'n graad III-werknemer of 'n lekkergoedmaker, die totale tydperk of tydperke van diens waarin 'n werknemer aan die lekkergoednywerheid verbonde was onderskeidelik as 'n graad I-werknemer, 'n graad II-werknemer, 'n graad III-werknemer of 'n lekkergoedmaker; met dien verstande dat enige tydperk of tydperke van diens, tot 'n maksimum van 12 maande wat—

- (a) 'n graad I-werknemer gehad het as 'n graad II- of III-werknemer, gereken sal word as ondervinding as 'n graad I-werknemer;
- (b) 'n graad II-werknemer gehad het as 'n graad III-werknemer, gereken sal word as ondervinding as 'n graad II-werknemer;
- (c) 'n graad III-werknemer gehad het as 'n graad II-werknemer, gereken sal word as ondervinding as 'n graad III-werknemer;

voorts met dien verstande dat een helfte van enige tydperk of tydperke van diens wat 'n lekkergoedmaker gehad het as 'n graad I-werknemer, 'n graad II-werknemer of 'n graad III-werknemer, gereken moet word as ondervinding as 'n lekkergoedmaker tot 'n maksimum van 12 maande van sodanige ondervinding;

"n masjien voer", die plasing van materiaal in 'n masjien of op 'n vervoerband wat na of in die masjien lei waar sodanige plasing oordeel, noukeurigheid en behendigheid vereis, met die nodige inagneming van die doeltreffende opneming of verwerking van die materiaal deur so'n masjien, en vir die doeleindes van hierdie woordskrywing word die uitdrukking "plasing" beskou as sou dit enige vorming, sortering volgens grootte, fatsoenering van sodanige materiaal op die masjien insluit wat nodig is vir die doeltreffende opneming of verwerking van sodanige materiaal deur die masjien;

"n masjien vul", die ingooi of stort van materiaal in 'n geutbak of ander inlaathouer wat aan die masjien geheg is of deel daarvan uitmaak vanaf welke geutbak of houer die verwerkingsmeganisme sy eie opneming van sodanige materiaal reguleer en waar sodanige ingooi of stort nie oordeel, noukeurigheid of behendigheid, met betrekking tot hoeveelheid of posisie, insluit nie;

"voorman", 'n werknemer wat toesig het oor die werknemers in 'n inrigting of in 'n afdeling van 'n inrigting, wat beheer oor sulke werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig;

"graad I-werknemer", 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Met die hand in sjokolade of fourree indoop of daarmee bedek;
- (2) 'n sjokoladedekmasjien bedien;
- (3) 'n neapolitaanse sjokolademasjien bedien;
- (4) 'n drop-uitpersmasjien bedien;
- (5) 'n tabletsny- en stempelmasjien bedien;
- (6) 'n masjien wat lekkergoed in foelie, sellulosefilm, waspapier of enige ander materiaal toedraai, bedien, hetsy sodanige toedraaiwerk deur 'n masjien, aaneengesakel met enige ander proses, gedoen word, of nie;
- (7) 'n vormmasjien bedien, en vir die toepassing van hierdie woordskrywing beteken 'n vormmasjien een waarin die vorm aan elke afsonderlike lekkergoed gegee word deurdat lekkergoedbestanddele in vloeibare vorm in vaste vorms met dié betrokke vorm gegiet word;
- (8) 'n masjien wat pakkies maak en vul, bedien;
- (9) 'n papier- of kartonsnymes, deur krag aangedryf, bedien;
- (10) 'n kerfmasjien, deur krag aangedryf, bedien;
- (11) 'n stysel- of "master mogul"-masjien bedien;

"graad I-werknemer, gekwalifiseer", 'n graad I-werknemer wat minstens 18 maande ondervinding gehad het;

"graad I-werknemer, ongekwalifiseer", 'n graad I-werknemer met minder as 18 maande ondervinding;

"graad II-werknemer", 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Lekkergoed met die hand toedraai, uitgesonderd die toedraai van lekkergoed met die hand tot en met inbegrip van die kleinhandelsprys van 1d. per stuk;
- (2) lekkergoed in houers inpak met die hand volgens getal, grootte, gewig, rangskikking of soort, uitgesonderd die inpak van lekkergoed in houers met die hand volgens getal, grootte, gewig, rangskikking of soort tot en met inbegrip van die kleinhandelsprys van 1d. per stuk;

"graad II-werknemer, gekwalifiseer", 'n graad II-werknemer met minstens 18 maande ondervinding;

"graad II-werknemer, ongekwalifiseer", 'n graad II-werknemer met minder as 18 maande ondervinding;

"graad III-werknemer", 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Bestellings bymeekaarmaak;
- (2) suiker kook;

- (3) building up, shaping, striping or decorating boiled goods, paste goods or toffees;
- (4) crystallising;
- (5) depositing or pouring liquid mass into starch or other moulding material;
- (6) feeding or pouring ingredients, including syrup, into revolving pans;
- (7) feeding machines, other than feeding specifically mentioned in the definition "labourer";
- (8) filling and weighing containers other than to set scale;
- (9) finger marking or fork marking or otherwise decorating sweets;
- (10) hand dipping or hand coating, other than that mentioned in the definition "grade I employee";
- (11) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
- (12) making cardboard boxes other than by folding of collapsible boxes from the flat;
- (13) making syrup, under supervision;
- (14) moulding, shaping, demoulding or pouring of sweets or sweet mass by hand (other than as referred to in item 36 under the definition of labourer);
- (15) operating any power-driven machine, other than a machine mentioned in the definition "grade I employee";
- (16) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
- (17) preparing or mixing other than in operations included in the definition "labourer";
- (18) pouring ready-mixed flavours;
- (19) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate, other than rolling sugar sticks or rock by hand;
- (20) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (21) sealing packets or bags of cellulose film;
- (22) slab work, not elsewhere specifically mentioned in this clause;
- (23) using a hand or foot operated scoring machine;
- (24) winnowing or removing the germ from cocoa beans;
- (25) weighing, other than to set scale, or measuring other than to or with fixed measure;
- (26) wrapping sweets by hand, up to and including the retail price of 1d. per unit;
- (27) packing sweets into containers by hand according to number, size, weight, arrangement or type up to and including the retail price of 1d. per unit;

"grade III employee, qualified," means a grade III employee who has had not less than 12 months' experience;

"grade III employee, unqualified," means a grade III employee who has had less than 12 months' experience;

"group leader" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of grade I or grade II or grade III employees;

"incentive rates work" means any system under which an employee's remuneration is based on the quantity or output of work done;

"labourer" means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Affixing postage stamps on letters, parcels, and the wrapping of parcels or other articles for postage or otherwise, or using a manually operated franking machine;
- (2) assembling wooden boxes from shooks by hand or assembling or setting up by hand ready-made cardboard or fibre board boxes or similar containers;
- (3) assisting an artisan or a maintenance man by holding articles or tools or otherwise working with him other than by the independent use of tools of any skilled trade;
- (4) carrying, lifting or stacking articles or moving articles or vehicles other than by the use of any power-driven device;
- (5) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (6) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;
- (7) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;
- (8) feeding starch into "buck" machines;
- (9) filling machines or taking off from machines;

- (3) gekookte goedere, pastagoedere of toffies opbou, vorm, streep of versier;
- (4) kristallisering;
- (5) vloeistofmassas in stysel of ander vormmateriaal stort of ingooi;
- (6) bestanddele, met inbegrip van stroop, in draaipanne voer of gooi;
- (7) masjiene, uitgesonderd dié wat spesifiek in die woordomskrywing van „arbeider” genoem word, voer;
- (8) houers, uitgesonderd op 'n gestelde skaal, vul en weeg;
- (9) lekkergoed versier deur dit met 'n vurk of die vinger of andersins te merk;
- (10) met die hand inkoop of bedek, uitgesonderd dié in die woordomskrywing van „graad I-werknemer”;
- (11) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate inkorporeer of invoeg, uitgesonderd in sjokolade of fourree;
- (12) kartondose maak, uitgesonderd opvoubare dose uit plat materiaal vou;
- (13) stroop onder toesig maak;
- (14) lekkergoed of lekkergoedmassa met die hand vorm, fatsoeneer, uit die vorm haal of daarin gooi, uitgesonderd dié werksaamhede in item 36 onder die woordomskrywing van „arbeider” genoem;
- (15) enige kragmasjiens bedien, uitgesonderd dié masjiens wat in die woordomskrywing van „graad I-werknemer” genoem word;
- (16) goedere vir voorraad inpak, uitgesonderd ingepakte artikels van enersse grootte en getal in houers plaas wat spesiaal vervaardig is om hulle te bevat;
- (17) voorberei en meng, uitgesonderd die werksaamhede wat by die woordomskrywing van „arbeider” ingesluit is;
- (18) klaargemaakte geursels ingooi;
- (19) deeg, pasta of ander preparate van suiker of sjokolade uittrek, laat loop, rol, sny of stempel, uitgesonderd suikerstokkies of teesuiker met die hand rol;
- (20) kakaoboontjies, neute, vrugte of ander grondstowwe braai of kook sonder om verantwoordelik te wees vir die graad van braai of kook;
- (21) sakkies of pakkies van sellulosefilm verseël;
- (22) plaatwerk wat nie elders spesifiek in dié klousule genoem word nie;
- (32) 'n kerfmasjiens wat met die hand of voet aangedryf word, gebruik;
- (24) die kiem uit kakaoboontjies wan of verwyder;
- (25) weeg, uitgesonderd met 'n gestelde skaal, of meet, uitgesonderd volgens of met vasgestelde mate;
- (26) lekkergoed met die hand toedraai tot en met inbegrip van die kleinhandelprys van 1d. per stuk;
- (27) lekkergoed met die hand in houers inpak volgens getal, grootte, gewig, rangskikking of soort tot en met inbegrip van die kleinhandelprys van 1d. per eenheid;

„graad III-werknemer, gekwalifiseer,” 'n graad III-werknemer met minstens 12 maande ondervinding;

„graad III-werknemer, ongekwalifiseer,” 'n graad III-werknemer met minder as 12 maande ondervinding;

„groepleier,” 'n werknemer wat, onder toesig van 'n voorman of assistent-voorman, toesig het en toesig hou oor 'n groep graad I-, graad II- of graad III-werknemers;

„aansporingsloonwerk,” enige stelsel van werk waarvolgens 'n werknemer se besoldiging afhang van die hoeveelheid werk wat hy verrig;

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

- (1) Posseëls op briewe en pakkette plak en pakkette of ander artikels toedraai vir versending deur die pos of andersins, of 'n frankeermasjiens wat met die hand bedien word, gebruik;
- (2) houtkiste met die hand aanmeakaarsit uit stiele planke of klaargemaakte karton of veselbordkiste of soortgelyke houers met die hand opbou;
- (3) 'n vakman of instandhouer behulpsaam wees deur artikels of gereedskap vas te hou of deur op 'n ander wyse met hom saam te werk, uitgesonderd gereedskap van enige geskoolde ambag gebruik;
- (4) artikels dra, oplaag of stapel of artikels of voertuie verskuif, uitgesonderd enige kragtoestel gebruik;
- (5) rantsoene kook of tee of dergelike drankte vir werknemers of sy werkgever maak;
- (6) briewe, boodskappe of goedere te voet aflewer of deur gebruik te maak van 'n fiets, driewiel of ander voertuig wat met die hand of voet voortbeweeg word;
- (7) panne, sjokoladeketels, tempermasjiene, raffineerders, braaimasjiene, wanmasjiene, vormmasjiene of meulens leegmaak;
- (8) stysel en „buck”-masjiene voer;
- (9) masjiene vul of leegmaak;

- (10) folding or enveloping mail;
- (11) gardening work, i.e. planting under supervision, digging, raking, mowing or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
- (12) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;
- (13) loading or unloading;
- (14) making or maintaining fires or removing refuse or ashes;
- (15) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;
- (16) oiling or greasing machinery or vehicles, other than motor vehicles;
- (17) opening or closing boxes, bags, sacks or other containers;
- (18) operating a hoist or goods lift;
- (19) placing packed articles of uniform size and number into containers specially made to contain them;
- (20) removing, emptying, cleaning or replacing sanitary pails;
- (21) sorting sweets of any kind or removing broken sweets or sweet fragments or off-cuts;
- (22) rolling sugar sticks or rock by hand;
- (23) stirring ingredients in steam or other pans, excluding the reading of thermometers or regulating steam pressure;
- (24) tending, harnessing or unharnessing animals;
- (25) turning the handle of a hand operated machine or pressing the pedal of a foot operated machine;
- (26) using rubber or other stamps, when no selection or discretion is involved;
- (27) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
- (28) weighing to a set scale or repetition measuring to or with a fixed measure;
- (29) cutting paper, cellulose film or similar material by hand to set measure;
- (30) filling, levelling or emptying, by hand trays containing starch, cocoanut, vermicelli or similar materials;
- (31) filling or emptying bulk containers or mixing finished sweets in bulk;
- (32) hardening by hand;
- (33) loosening, breaking or separating sweets by hand;
- (34) placing sweets or other materials on to conveyors, conveyor belts, chutes or vibrators, or taking off sweets or other materials from such conveyors, conveyor belts, chutes or vibrators;
- (35) removing starch from sweets by air blower, hand sieve or brush or sieving starch by hand;
- (36) removing sweets from trays in which they were moulded;
- (37) sanding by hand;
- (38) cleaning or sorting cocoa beans, nuts or other raw materials;
- (39) cutting to size or crushing fruit or other raw materials;
- (40) shelling, stoning, peeling or drying nuts or fruit;
- (41) cutting sweets by hand;

"law" includes the common law;

"maintenance man" means an employee, other than an artisan, engaged in keeping in repair premises, machinery, plant, furniture or other equipment and who may make wooden trays and perform any work connected with the installation of machinery;

"motor vehicle", except in the definitions "chauffeur" and "labourer", means any mechanically-propelled vehicle used for the conveyance or delivery of goods and includes a mechanical horse;

"night shift" means any period of work the major portion of which falls between 6 p.m. and 7 a.m.;

"operating a machine" includes tending, starting and stopping the machine and may include the feeding, filling, taking off or withdrawing;

"part-time motor vehicle driver" means an employee who is engaged as a driver of a motor vehicle for not more than two hours in the aggregate on any day;

"remuneration" means the wage plus cost of living allowance due to an employee in terms of clauses 4 (1) and (7);

"set scale" means a scale which has been set by an employee, other than a labourer, for the repetition weighing of goods to only one weight but does not include a spring scale;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency or owing to slackness of trade or shortage of raw materials;

- (10) briewe vou of in koeverte plaas;
- (11) tuinwerk, d.w.s. plantwerk onder toesig, spit, hark, gras sny of natmaak of tuingrond meng: of strooi of heinings snoei of paai of paadjies skoonmaak of vee;
- (12) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of bouwerke afwit of ontsmet;
- (13) laai of aflaai;
- (14) vuur maak en aan die brand hou of afval of as verwyder;
- (15) kiste, houers, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer;
- (16) masjiene of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (17) kiste, houers, sakke of ander houers oop- of toemaak;
- (18) 'n hysbak of goederehyser bedien;
- (19) verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal vervaardig is om hulle te bevat;
- (20) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;
- (21) lekkers van alle soorte sorteer of gebreekte lekkergoed of lekkergoedbrokkies of afsnyls verwyder;
- (22) suikerstokkies of teesuiker met die hand rol;
- (23) bestanddele in stoom- of ander panne roer, met uitsondering van die aflees van termometers of die reëling van die stoomdruk;
- (24) diere inspan, uitspan of hulle oppas;
- (25) die slinger van 'n handmasjien draai, of die pedaal van 'n trapmasjien trap;
- (26) rubber- of ander stempels gebruik waar geen keuse of oordeel nodig is nie;
- (27) persele of diere of masjinerie, bakke, panne, blikke, dose, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of op 'n ander wyse skoonmaak;
- (28) volgens 'n gestelde skaal weeg of herhaaldelik meet volgens of met 'n vasgestelde maat;
- (29) papier, sellulosefilm of soortgelyke materiaal volgens vasgestelde maat met die hand sny;
- (30) bakke wat stysel, klapper, vermicelli of soortgelyke stowwe bevat, met die hand vul, gelykmaak of leegmaak;
- (31) massahouers vul of leegmaak of klaargemaakte lekkergoed in massa meng;
- (32) met die hand hardmaak;
- (33) lekkergoed met die hand skei, losmaak of breek;
- (34) lekkers of ander stowwe op vervoerders, vervoerbande, geute of vibrators plaas of lekkergoed of ander stowwe van sulke vervoerders, vervoerbande, geute of vibrators afhaal;
- (35) stysel van lekkergoed verwyder met lugblaser, handsif of borsel of stysel met die hand sif;
- (36) lekkergoed van skinkborde waarin dit gevorm is, afhaal;
- (37) met die hand skuur;
- (38) kakaobootjies, neut of ander grondstowwe skoonmaak of sorteer;
- (39) vrugte of ander grondstowwe in groottes sny of fynmaak;
- (40) neut of vrugte afdop, skil, droog of die pitte uithaal;
- (41) lekkergoed met die hand sny;

"wet", sluit die gemene reg in;

"instandhouer", 'n werknemer, uitgesonderd 'n vakman, wat persele, masjinerie, installasies, meubels of ander uitrusting in orde hou en wat houtbakke maak en enige werk verrig wat in verband staan met die installering van masjinerie;

"motorvoertuig", uitgesonderd soos beskryf in die woordomskrifwings van "chauffeur" en "arbeider", enige voertuig wat meganies aangedryf word en gebruik word vir die vervoer of aflewering van goedere; dit sluit ook 'n meganiese perd in;

"nagskof", elke tydperk van werk wat vir die grootste gedeelte tussen die ure 6 nm. en 7 vm. verrig word;

"n masjien bedien", die versorging, stopsit of aansit van die masjien en dit kan voer, volmaak, daarvan afneem of daaruit neem, omvat;

"deelytde motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig vir hoogstens twee uur altesaam op enige dag dryf;

"besoldiging", die loon plus lewenskostetoelae wat aan 'n werknemer verskuldig is ingevolge kleusules 4 (1) en (7);

"gestelde skaal", 'n skaal wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike weeg van goedere slegs volgens een gewig, maar omvat nie 'n veerskaal nie;

"korttyd", 'n tydelike vermindering van die getal gewone werkeure as gevolg van 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende ineenstorting van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodgeval of slapte in die bedryf of tekort aan grondstowwe;

"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 or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"sweets" means sweets or chocolates;

"sweetmaker" means an employee who is responsible for the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—

- the making of a sweet mass in any cooking vessel;
- the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;
- the roasting, winnowing or boiling of cocoa beans or nuts or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or formed, poured, wrapped, or otherwise fabricated;
- panning;
- the making of condensed milk; or
- the making of jam;

and who may perform any of the duties listed in any or all of paragraphs (a) to (f), inclusive, hereof;

"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 factories for the purpose of the Factories Machinery and Building Works Act, 1941, and includes—

- the manufacture of any commodity or ingredients used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
- all activities and operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients, carried on by any of the employees of such employers;

"trailer" means any conveyance drawn by a motor 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 excluding cost of living allowance and bonuses;

"watchman" means an employee engaged in guarding premises or other property;

"welfare officer" means an employee who is registered as a nurse in terms of the Nursing Act, 1944, or who holds a current certificate of competency in first aid issued by any of the following organisations:—

- The Red Cross Society of South Africa;
- St. John Ambulance Association;
- Die Suid-Afrikaanse Noodhulp Liga;

and who is in charge of a first aid room.

(2) For the purposes of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

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

	£	s.	d.
Artisan	10	1	0
Assistant despatch clerk	4	10	0
Assistant foreman, female	5	10	0
Assistant foreman, male	7	10	0
Assistant storeman	4	10	0
Boiler attendant	3	0	0
Chauffeur	3	0	0
Cloakroom attendant	2	15	0
Despatch clerk, female	5	10	0
Despatch clerk, male	7	0	0
Driver, animal drawn vehicle	2	5	0
Driver of motor vehicles	5	10	0
Employees N.E.S.	2	5	0
Foreman, female	6	10	0
Foreman, male	9	0	0
Grade I employee, qualified	3	6	9
Grade I employee, unqualified—			
during 1st three months of experience	1	15	0
during 2nd three months of experience	2	0	0
during 3rd three months of experience	2	5	0
during 4th three months of experience	2	10	0
during 5th three months of experience	2	15	0
during 6th three months of experience	3	0	0
Grade II employee, qualified	3	5	0

"stoorman", 'n werknemer wat algemene beheer oor voorrade afgewerkte produkte het en wat verantwoordelik is vir die ontvang, bêre, verpakking of uitpak van goedere in 'n stoor of pakhuis of die aflewering van goedere van uit 'n stoor of pakhuis aan die verbruikersafdelings in 'n inrigting of vir versending;

"lekkergoed", lekkergoed of sjokolade;

"lekkergoedmaker", 'n werknemer wat aan die bestuur of 'n voorman verantwoordelik is vir toesig oor die werksaamhede en die graad waarin die werksaamhede toegepas word, betrokke by—

- die maak van 'n lekkergoedmassa in enige kooktoestel;
- die behandeling van 'n lekkergoedmassa met inbegrip van kleur en geur, die byvoeging van speserye, neute, vrugte of ander bestanddele totdat die lekkergoedmassa finaal gereed is om toegedraai, ingegooi, gesny of gefatsoeneer of andersins vervaardig te word;
- kakaaboontjies of neute rooster, wan of kook, of sjokolade (uitgesonderd die smelt van klaargemaakte bedekking) verwerk totdat dit gereed is om gebruik te word om ingedoopt, bedek of gevorm, ingegooi, toegedraai of andersins gefabriseer te word;
- panwerk;
- kondensmelk maak; of
- konfyt maak;

en wat alle pligte kan verrig wat in enige paragraaf of alle paragrawe (a) tot en met (f) hiervan genoem word;

"lekkergoedmaker, gekwalifiseer", 'n lekkergoedmaker met minstens vyf jaar ondervinding;

"lekkergoedmaker, ongekwalifiseer", 'n lekkergoedmaker met minder as vyf jaar ondervinding;

"lekkergoednywerheid", sonder om in 'n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van lekkergoed in inrigtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en omvat—

- die vervaardiging van enige kommoditeit of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en

- alle bedrywighede en werksaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeite of bestanddele wat deur engeen van die werknemers van sulke werkgewers beoefen word;

"sleepwa", enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"loon", daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werke in klousule 6 bepaal, met uitsondering van lewenskostetoelae en bonusse;

"wag", 'n werknemer wat persele of ander eiendom bewaak;

"welsynbeampte", 'n werknemer wat as 'n verpleegster geregistreer is ingevolge die Wet op Verpleegsters, 1944, of wat 'n geldige bekwaamheidsertifikaat vir eerstehulp besit wat deur engeen van onderstaande organisasies uitgereik is:—

- Rooikruisvereniging van Suid-Afrika;
- St. John Ambulance Association;
- Die Suid-Afrikaanse Noodhulp Liga;

en wat verantwoordelik is vir 'n eerstehulpkamer.

(2) Vir die toepassing van hierdie Ooreenkoms behoort 'n werknemer tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Die minimum loon wat enige werkgewer aan elk van ondergenoemde klasse werknemers moet betaal, word hieronder uiteengesit:—

	£	s.	d.
Vakman	10	1	0
Assistent-versendingsklerk	4	10	0
Assistent-voorman, vroulik	5	10	0
Assistent-voorman, manlik	7	10	0
Assistent-stoorman	4	10	0
Ketelbediener	3	0	0
Chauffeur	3	0	0
Kleedkamerbediende	2	15	0
Versendingsklerk, vroulik	5	10	0
Versendingsklerk, manlik	7	0	0
Drywer van dierevoertuig	2	5	0
Drywer van motorvoertuie	5	10	0
Werknemers N.E.G.	2	5	0
Voorman, vroulik	6	10	0
Voorman, manlik	9	0	0
Graad I-werknemer, gekwalifiseer	3	6	9
Graad I-werknemer, ongekwalifiseer—			
gedurende 1ste drie maande ondervinding	1	15	0
gedurende 2de drie maande ondervinding	2	0	0
gedurende 3de drie maande ondervinding	2	5	0
gedurende 4de drie maande ondervinding	2	10	0
gedurende 5de drie maande ondervinding	2	15	0
gedurende 6de drie maande ondervinding	3	0	0
Graad II-werknemer, gekwalifiseer	3	5	0

	£	s.	d.
Grade II employee, unqualified—			
during 1st three months of experience	1	15	0
during 2nd three months of experience	2	0	0
during 3rd three months of experience	2	5	0
during 4th three months of experience	2	10	0
during 5th three months of experience	2	15	0
during 6th three months of experience	3	0	0
Grade III employee, qualified	3	0	0
Grade III employee, unqualified—			
during 1st three months of experience	1	15	0
during 2nd three months of experience	2	0	0
during 3rd three months of experience	2	5	0
during 4th three months of experience	2	10	0
Group leader	4	0	0
Labourer	2	0	0
Maintenance man	5	15	0
Storeman, female	5	10	0
Storeman, male	7	0	0
Sweetmaker, qualified	8	0	0
Sweetmaker, unqualified—			
during 1st six months of experience	1	18	3
during 2nd six months of experience	2	10	0
during 3rd six months of experience	3	0	0
during 4th six months of experience	3	12	6
during 5th six months of experience	4	5	0
during 6th six months of experience	4	17	6
during 7th six months of experience	5	10	0
during 8th six months of experience	6	2	6
during 9th six months of experience	6	15	0
during 10th six months of experience	7	7	6
Welfare officer	4	10	0
Watchman	3	0	0

(2) (a) *Casual Employee*.—A casual employee shall be paid for each day or part of a day of employment, not less than the weekly wage, or in the case of a rising scale, the weekly wage of a qualified employee, prescribed for an employee in the same area performing the same class of work as such casual employee is required to perform, divided by five plus ten per cent.

(b) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date, is in receipt of wages in excess of those prescribed for the class concerned in the Agreement shall continue to receive such higher rates whilst employed by the same employer. Should an employee leave his employer's service for any reason and then be re-employed by the same employer within 30 calendar days of such leaving such absence shall not be regarded as a break in employment for the purpose of this clause.

(3) *Basis of Contract*.—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly remuneration prescribed in sub-clauses (1) and (7) read with sub-clause (4) for an employee of his class whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 6 or less.

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

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

is prescribed in this Agreement, shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a) not less than the daily remuneration calculated on the higher weekly rate; and
- (ii) in the case referred to in paragraph (b) not less than the daily remuneration calculated on the highest weekly rate applicable to qualified employees of higher class; provided that where the difference between classes is, in terms of sub-clause (1) based on experience, or sex, the provisions of this sub-clause shall not apply.

(5) *Night Shift Remuneration*.—An employee, employed on night shift, other than a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid for each such shift not less than his daily remuneration plus 20 per cent.

(6) *Calculation of Wages*.

- (a) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by five.
- (b) The monthly wage of an employee shall be calculated at the rate of four and a third times his weekly wage.
- (c) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and a third.

(7) *Cost of Living Allowance*.—The allowance payable shall be that provided in War Measure No. 43 of 1942, as amended from time to time; provided that the allowance payable to a qualified grade II employee shall not be less than £1. 12s. 6d. per week.

	£	s.	d.
Graad II-werknemer, ongekwalifiseer—			
gedurende 1ste drie maande ondervinding	1	15	0
gedurende 2de drie maande ondervinding	2	0	0
gedurende 3de drie maande ondervinding	2	5	0
gedurende 4de drie maande ondervinding	2	10	0
gedurende 5de drie maande ondervinding	2	15	0
gedurende 6de drie maande ondervinding	3	0	0
Graad III-werknemer, gekwalifiseer	3	0	0
Graad III-werknemer, ongekwalifiseer—			
gedurende 1ste drie maande ondervinding	1	15	0
gedurende 2de drie maande ondervinding	2	0	0
gedurende 3de drie maande ondervinding	2	5	0
gedurende 4de drie maande ondervinding	2	10	0
Groepelier	4	0	0
Arbeider	2	0	0
Instandhouer	5	15	0
Stoomman, vroulik	5	10	0
Stoomman, manlik	7	0	0
Lekkergoedmaker, gekwalifiseer	8	0	0
Lekkergoedmaker, ongekwalifiseer—			
gedurende 1ste ses maande ondervinding	1	18	3
gedurende 2de ses maande ondervinding	2	10	0
gedurende 3de ses maande ondervinding	3	0	0
gedurende 4de ses maande ondervinding	3	12	6
gedurende 5de ses maande ondervinding	4	5	0
gedurende 6de ses maande ondervinding	4	17	6
gedurende 7de ses maande ondervinding	5	10	0
gedurende 8de ses maande ondervinding	6	2	6
gedurende 9de ses maande ondervinding	6	15	0
gedurende 10de ses maande ondervinding	7	7	6
Welsynbeampte	4	10	0
Wag	3	0	0

(2) (a) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag se diens minstens die weekloon betaal word, of in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer voorgeskryf vir 'n werknemer in dieselfde gebied, wat dieselfde klas werk verrig as wat van sodanige los werknemer vereis word, deur vyf gedeel plus tien persent.

(b) Niks in hierdie Ooreenkoms kan die loon wat aan 'n werknemer betaal word op die datum waarop die Ooreenkoms van krag word, verminder nie, en enige werknemer wat op genoemde datum loon ontvang wat meer is as wat vir die betrokke klas in die Ooreenkoms voorgeskryf is, moet steeds sodanige hoër loon ontvang solank hy in diens by dieselfde werkgewer is. As 'n werknemer sy werkgewer se diens om enige rede verlaat en weer deur dieselfde werkgewer in diens geneem word binne 30 kalenderdae na sodanige verlaten, moet hierdie afwesigheid nie vir die toepassing van hierdie klousule as 'n diensonderbreking beskou word nie.

(3) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon in subklousules (1) en (7) van hierdie artikel gelees met subklousule (4), vir 'n werknemer van sy klas voorgeskryf, betaal word, hetsy hy in daardie week die maksimum getal gewone werke, wat in klousule 6 voorgeskryf word, of minder, gewerk het.

(4) *Differensiële skaal*.—'n Werkgewer wat van 'n lid van eerklas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër besoldiging as dié vir sy eie klas; of
- (b) 'n stygende skaal van besoldiging wat op 'n hoër besoldiging as dié vir sy eie klas eindig;

in hierdie Ooreenkoms voorgeskryf word, moet daardie werknemer ten opsigte van daardie dag soos volg betaal—

- (i) In die geval genoem in paragraaf (a), minstens die daaglikse besoldiging, bereken op die hoër weekloonskaal; en
- (ii) in die geval genoem in paragraaf (b) minstens die daaglikse besoldiging bereken op die hoogste weekloonskaal van toepassing op gekwalifiseerde werknemers van die hoër klas; mer dien verstande dat indien die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ondervinding of geslag, die subklousule nie van toepassing is nie.

(5) *Nagskofbesoldiging*.—'n Werknemer wat op nagskof werk uitgesonderd 'n nagwag of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoelersinstallasie of die opwekking van stoom of elektrisiteit, moet vir elke sodanige skof minstens sy daaglikse besoldiging plus 20 persent betaal word.

(6) *Berekening van lone*.

- (a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon deur vyf te deel.
- (b) Die maandloon van 'n werknemer word bereken teen die tarief van vier en 'n derde maal sy weekloon.
- (c) Die weekloon van 'n maandarbeider word bereken deur sy maandloon deur vier en 'n derde te deel.

(7) *Lewenskostoelae*.—Die toelae betaalbaar is dié wat bepaal word by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig; mer dien verstande dat die toelae betaalbaar aan 'n gekwalifiseerde graad II-werknemer, minstens £1. 12s. 6d. per week moet wees.

5. PAYMENT OF REMUNERATION.

(1) *Employees, other than Casual Employees.*—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, 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 container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name, and occupation, the number of ordinary hours, overtime hours or night shifts worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made.

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

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

(4) *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 Native (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and 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 deductions from his employee's remuneration other than that he may make the following:—

- (a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;
- (b) except where otherwise provided in this Agreement whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week.	Per month.
	s. d.	s. d.
Board	4 0	17 4
Lodging	2 0	8 8
Board and Lodging	6 0	26 0

(e) 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 employees weekly wage divided by forty-five; provided that such deduction shall not exceed one fourth of the employees weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—

(i) in the case of short-time arising out of 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 to reduce the ordinary hours of work;

(ii) in the case of a short-time owing to a general breakdown of plant or machinery or a breakdown or a threatened breakdown of buildings 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;

(f) a deduction for any money lent by an employer to his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

(g) subject to the provisions of sub-clause (4) with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee, and or refreshments supplied, provided that such deduction shall not exceed one third of the total remuneration due to such employee;

(h) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Easter Monday, May Day, the Day of the Covenant or Christmas Day, on which an employee is permitted not to work, of an amount equal to his daily wage.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens soos bepaal in klousule 7 (4), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, wekeliks in kontant, of, as die werkgever en werknemer aldus skriftelik ooreengekom het, maandeliks in kontant of per tjek betaal word gedurende werkure op die gebruikelike betaaldag van die inrigting of by diensbeëindiging as dit voor die gebruikelike betaaldag plaasvind, en moet in 'n koevert of houër wees, waarop geskryf staan die name, of dit moet vergesef gaan van 'n staat met die name, van die werkgever en die werknemer, die werknemer se bedryf, die getal gewone ure, oortydure en nagskofure wat gewerk is, die besonderhede van aftrekkings gemaak, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan sy los werknemer verskuldig is, in kontant by diensbeëindiging betaal.

(3) *Premies.*—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse besoldiging aan 'n werkgever gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere.*—Geen werkgever kan van sy werknemer vereis 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 Naturelle (Stadsgebiede) Konsolidasiewet, 1945, kan 'n werkgever nie sy werknemer verplig om van hom of van 'n persoon of plek wat hy aanwys, losies en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgever kan sy werknemer geen boetes ople, nog aftrekkings van sy werknemer se besoldiging doen nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, spaar-, bystand- of pensioenfondse of ledesgeld aan 'n vakvereniging;
- (b) uitgesonderd waar dit anders in hierdie Ooreenkoms bepaal is, kan van 'n werknemer se loon, wanneer hy van sy werk afwesig is, behalwe wanneer dit op las of versoek van sy werknemer geskied, 'n aftrekking gedoen word in verhouding tot die tydperk wat sy afwesigheid, bereken op die basis van die loon wat so 'n werknemer ontvang ten opsigte van sy gewone werkure ten tye daarvan;
- (c) 'n aftrekking van enige bedrag wat 'n werkgever kragtens enige wet of bevel van 'n bevoegde hof vereis of toegelaat word om te doen;
- (d) wanneer 'n werknemer toestem of van hom ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945 vereis word om losies of inwoning van sy werknemer aan te neem, kan 'n aftrekking gemaak word wat nie die bedrae, hieronder aangegee, te bowe gaan nie:—

	Per week.	Per maand.
	s. d.	s. d.
Losies	4 0	17 4
Inwoning	2 0	8 8
Losies en inwoning	6 0	26 0

(e) wanneer die gewone werkure, in klousule 6 voorgeskryf, verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van die vermindering, van die werknemer se weekloon gedeel deur 45; met dien verstande dat sodanige aftrekking nie 'n kwart van die werknemer se weekloon te bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word; en met dien verstande voorts dat geen aftrekking gedoen word—

(i) in die geval van korttyd wat ontstaan, deur 'n tydelike slapte in die bedryf of tekort aan grondstowwe tensy die werkgever sy werknemer minstens 24 uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan deur 'n algemene onklaarraking van installasie of masjinerie of ineenstorting of dreigende ineenstorting van geboue weens 'n ongeluk 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 aftrekking vir enige geld wat 'n werkgever aan sy werknemer geleen het; met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie;

(g) ingevolge die bepalings van subklousule (4), met die skriftelike verlof van sy werknemer, 'n aftrekking van enige bedrag aan sy werkgever verskuldig vir goedere van hom gekoop deur sy werknemer en/of verversings verskaf; met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie;

(h) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Paasmaandag, Meidag, Gelofte dag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van 'n bedrag gelyk aan sy dagloon.

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

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

- (i) 45 in any week from Monday to Friday, inclusive; and
- (ii) subject to sub-paragraph (i) hereof, nine hours on any day.

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

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without one 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) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iii) a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this sub-clause not to have worked during such interval.

(4) *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 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.

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

(6) *Overtime.*—All time worked by an employee in excess of the maximum number of hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—

(a) *Male Employees.*—An employer shall not require or permit his male employees to work overtime for more than—

- (i) two hours on any day; provided that 5 hours overtime may be worked on a Saturday;
- (ii) 10 hours in any week.

(b) *Female Employees.*—An employer shall not require or permit his female employees to work—

- (i) overtime on more than three consecutive days or for more than two hours on any one day or on more than sixty days in any year; provided that no female employee shall be permitted or required to work between the hours 6 p.m. and 6 a.m., or after 1 p.m. on more than five days in any one week; provided further that 5 hours overtime may be worked on a Saturday;
- (ii) overtime for more than 10 hours in any week.

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

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

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

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months' employment with him—

- (a) in the case of a watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of all other employees, thirteen consecutive working day's leave;

and shall pay to such employee—

- (i) in the case of an employee mentioned in (a), not less than three times the weekly remuneration to which he is entitled as from the first day of the commencement of the leave; and

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag hoogstens die volgende wees:—

- (i) 45 per week van Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege uur per dag.

(2) Die gewone werkure van 'n los werknemer mag hoogstens nege per dag wees.

(3) *Etensonderbrekings.*—'n Werkgever kan nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk nie sonder een etensonderbreking van minstens een uur waarin nie van die werknemer vereis of hy toegelaat mag word om te werk nie en die onderbreking moet nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

- (i) werktidperke wat deur pouses van minder as een uur onderbreek word, as aaneenlopend gereken moet word;
- (ii) indien sodanige onderbreking langer as een uur duur, enige tydperk bo een en 'n half uur as tyd gewerk gereken moet word;
- (iii) dit vir die toepassing van hierdie subklousule beskou moet word dat 'n motorvoertuigdrywer wat gedurende sodanige pouse geen ander werk verrig as om verantwoordelik vir die voertuig en sy vrag (as daar 'n vrag is) te wees of te bly nie, nie gedurende so 'n pouse gewerk het nie.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan so naby die middel van elke oggend- en namiddagwerktidperk as wat moontlik is, waarin nie van die werknemer vereis of hy toegelaat kan word om enige werk te verrig nie, en die ruspouse moet as deel van die gewone werkure gereken word.

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

(6) *Oortyd.*—Alle tyd wat 'n werknemer werk bo die maksimum getal ure, bepaal in subklousules (1) en (2), moet as oortyd gereken word.

(7) *Beperking van oortyd.*—

(a) *Manlike werknemers.*—'n Werkgever moet nie van sy manlike werknemers vereis of hulle toelaat om langer as die volgende tydperke oortyd te werk nie—

- (i) twee uur op enige dag; met dien verstande dat vyf uur oortyd op 'n Saterdag gewerk kan word.
- (ii) tien uur in enige week.

(b) *Vroulike werknemers.*—'n Werkgever moet nie van sy vroulike werknemers vereis of hulle toelaat om soos volg te werk nie—

- (i) oortyd op meer as drie agtereenvolgende dae of langer as twee uur op enige dag of op meer as 60 dae in 'n jaar; met dien verstande dat van geen vroulike werknemer vereis of sy toegelaat mag word om tussen die ure 6 nm. en 6 vm. of na 1 nm. op meer as vyf dae in enige week te werk nie; met dien verstande voorts dat vyf uur oortyd op Saterdag gewerk kan word;
- (ii) langer as tien uur per week oortyd.

(8) *Maaltye moet verskaf word.*—'n Werkgever moet aan 'n manlike werknemer van wie vereis word om oortyd na 6.30 nm. te werk en aan 'n vroulike werknemer van wie vereis word om langer as een uur na haar gewone werkure te werk, 'n behoorlike maal verskaf of in die plek daarvan aan so 'n werknemer betyds 'n bedrag van minstens 2s. 6d. betaal sodat so 'n werknemer in staat gestel kan word om 'n maal te nuttig voordat die oortyd 'n aanvang neem.

(9) *Besoldiging vir oortyd.*—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat hy werk, besoldig teen 'n skaal van minstens een en 'n half maal die besoldiging wat hy aan so 'n werknemer verskuldig is.

(10) *Voorbehoude.*—Die bepaling van hierdie klousule is nie van toepassing op werknemers wat altesaam meer as £800 per jaar verdien nie; ook nie op 'n wag nie, en die bepaling van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat werk verrig wat deur 'n onklaarraking van installasie, masjinerie, of ander onvoorsiene noodgeval veroorsaak word, of in verband met die nasien of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie of hersteiwerk aan geboue wat nie uitgevoer kan word terwyl masjinerie loop nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousule (2) moet 'n werknemer sy werknemer, uitgesonderd 'n los werknemer, verlof toestaan ten opsigte van elke voltooide tydperk van 12 maande diens by hom—

- (a) in die geval van 'n wag, 21 agtereenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, 13 agtereenvolgende dae verlof,

en moet aan so 'n werknemer die volgende betaal—

- (i) in die geval van 'n werknemer wat in (a) genoem word, minstens driemaal die weeklikse besoldiging waarop hy geregtig is van die eerste dag van die aanvang van sy verlof af; en

- (ii) in the case of an employee mentioned in (b) an amount not less than the weekly remuneration due to him immediately before the commencement of such leave divided by five, in respect of each day thereof. In regard to all such employees the expression "working days" shall mean Mondays to Fridays inclusive.

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

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

- (i) if such leave has not been granted earlier it shall be granted within two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding four months reckoned from the completion of the twelve months of employment to which the leave relates;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of peace training which the employee is required to undergo under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Easter Monday, May Day, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily remuneration in respect of each such day added;
- (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 written request during the period of twelve months of employment to which the period of annual leave relates.

(3) At the request of a labourer an employer may, in lieu of granting leave prescribed for such labourer in sub-clause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer.

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

(5) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso of sub-clause (2), upon such termination be paid in respect of each completed week of such period of less than one year, in the case of a watchman not less than 1/17 and in the case of all other employees not less than 1/20 of the weekly remuneration which he was receiving immediately before the date of such termination.

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(7) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year, and employment 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 the date of coming into force of this Agreement whichever is the later.

- (ii) in die geval van 'n werknemer wat in (b) genoem word, 'n bedrag van minstens die weeklikse besoldiging wat onmiddellik voor die aanvang van die verlof aan hom verskuldig is, gedeel deur vyf, ten opsigte van elke dag daarvan. Wat al hierdie werknemers betref, beteken die term „werkdae” Maandag tot en met Vrydag.

Wanneer 'n werknemer geregtig word op 'n verhoging van besoldiging gedurende die verloftydperk, moet die verhoging in aanmerking geneem word van die datum af waarop dit van krag word by die berekening van die bedrag wat aan hom betaalbaar is ingevolge subklousule (1) (a) en (b).

- (2) Die verlof genoem in subklousule (1), moet toegestaan word op 'n tydstop wat die werkgever vasstel; met dien verstande dat—

- (i) as sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, toegestaan word, of, as die werkgever en sy werknemer daarop besluit het, kan die tydperk waarin sodanige verlof toegestaan word, verleng word tot 'n tydperk wat nie vier maande te bowe gaan nie, bereken vanaf die einde van die 12 maande diens waarop die verlof betrekking het;
- (ii) die verloftydperk nie moet saamval met siekteverlof wat ingevolge klousule 8 toegestaan word nie, ook nie met enige tydperk van vredesopleiding wat die werknemer verplig is om, kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Meidag, Gelofte van Kersdag binne die verlof val, nog 'n dag ter vervanging van elkeen van dié dae by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet 'n bedrag, gelyk aan sy daaglikse besoldiging, ontvang ten opsigte van elke dag wat so bygevoeg is;
- (iv) 'n werkgever enige dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het en wat op sy werknemer se skriftelike versoek met volle besoldiging aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek.

(3) Op versoek van 'n arbeider kan 'n werkgever, in plaas van hom verlof, wat vir so 'n arbeider in subklousule (1) voorgeskryf word, toe te staan, hom 'n bedrag betaal wat minstens net soveel is as die bedrag wat die werkgever hom sou moes betaal het ten opsigte van sodanige verlof indien die verlof toegestaan was; met dien verstande dat sodanige betaling in die plek van verlof nie meer dikwels as eenmaal in elke twee agterevolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat mag word nie.

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

(5) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof opgedoop het wat in subklousule (1) genoem word, moet, uitgesonderd soos bepaal in die vierde voorbehoud van subklousule (2), by sodanige beëindiging ten opsigte van elke voltooide week van sodanige tydperk van minder as een jaar, in die geval van 'n wag, minstens 1/17de en in die geval van alle ander werknemers, minstens 1/20ste van die weeklikse besoldiging betaal word wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

(6) 'n Werknemer wat op 'n tydperk van verlof ingevolge subklousule (1) geregtig geword het en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy sou ontvang het ten opsigte van die verlof as die verlof aan hom toegestaan sou gewees het op die datum van die beëindiging.

(7) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke omvat wanneer 'n werknemer—

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

wat altesaam hoogstens tien agtereenvolgende weke per jaar bedra ten opsigte van items (a), (b) en (c) plus die tydperk van opleiding in item (d) genoem en wat in daardie jaar meegemaak word, en dit moet beskou word dat diens begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, op verlof kragtens enige wet geregtig geword het, van die datum af waarop die werknemer laas op verlof kragtens dié wet 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 enige wet van toepassing was wat vir jaarlikse verlof voorsiening maak, maar wat nog nie ingevolge die bepalings daarvan op verlof geregtig geword het nie, van die datum af waarop die diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop hy by sy werkgever in diens gekom het, of na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

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

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) shall in respect of any leave due to him be paid on the basis set out in sub-clause (5); provided that an employer may advance to such employee an amount equivalent to the difference between the amount due and paid to him in respect of accrued leave and the amount which would have been due to him in respect of leave if he had completed twelve months of employment at such closing and any amount so advanced shall for the purposes of clause 5 (6) (f) be deemed to be money lent.

8. SICK LEAVE.

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

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

(3) An employee shall not be entitled to payment for sick leave occurring during the first 13 weeks of his employment with his employer. Thereafter he shall be entitled to payment of a maximum of 5 work days sick leave. On completion of a further 13 weeks of employment he shall be entitled to payment up to a further 5 work days sick leave. Subject always to the employer's right to deduct in terms of sub-clause (1) hereof any sick leave paid by a previous employer.

(4) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

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

(4) *Casual Employee.*—Whenever a casual employee works on a Sunday his employer shall pay to him not less than double his daily remuneration.

(8) (a) 'n Werkgever het die reg om sy fabriek op enige tydstop vir jaarlikse verlof te sluit vir die tydperk wat in subklousule (1) (b) hiervan voorgeskryf word, verleng deur enige verdere dae as wat kragtens subklousule (2) (iii) hiervan bygevoeg mag word; met dien verstande egter dat 'n werkgever vir twee verdere werkdade kan sluit sonder om daarvoor te betaal.

(b) 'n Werknemer wat op die sluitingsdatum van 'n inrigting ingevolge paragraaf (a) nog nie op die volle tydperk van jaarlikse verlof, voorgeskryf in subklousule (1), geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, besoldig word op die basis in subklousule (5) uiteengesit; met dien verstande dat 'n werkgever aan so 'n werknemer 'n bedrag gelyk aan die verskil tussen die bedrag verskuldig en dié aan hom betaal ten opsigte van opgeloopte verlof en die bedrag wat aan hom verskuldig sou gewees het ten opsigte van verlof as hy 12 maande diens sou voltooi het ten tye van sodanige sluiting, en enige bedrag wat so voorgeskiet word, moet vir die toepassing van klousule 5 (6) (f) as geleende geld gereken word.

8. SIEKTEVERLOF.

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

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

(3) 'n Werknemer is nie gedurende die eerste 13 weke van sy diens by sy werkgever op siekteverlof met betaling geregtig nie. Hierna is hy geregtig op betaling van 'n maksimum van vyf werkdade siekteverlof. Na voltooiing van 'n verdere 13 weke diens is hy geregtig op betaling van tot 'n verdere vyf dae siekteverlof, altyd behoudens die reg van die werkgever om kragtens subklousule (1) hiervan enige siekteverlof met betaling wat deur 'n vorige werkgever betaal is, af te trek.

(4) As 'n werkgever by enige wet verplig word om hospitaal-gelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal en hy sulke gelde betaal, kan die bedrag wat so betaal is, afgetrek word van die betaling verskuldig ten opsigte van ongeskiktheid kragtens hierdie klousule.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, met uitsondering van 'n nagwag, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goie Vrydag, Paasmaandag, Meidag, Geloftedag en Kersdag, hetsy so 'n dag op 'n Saterdag of 'n Sondag val, al dan nie, en moet ten opsigte van elke sodanige dag minstens sy weekloon, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, met uitsondering van 'n los werknemer, ook al op Nuwejaarsdag, Goie Vrydag, Paasmaandag, Meidag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens sy weekloon, gedeel deur vyf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié weekloon gedeel deur 45.

(b) Wanneer 'n los werknemer ook al op Nuwejaarsdag, Goie Vrydag, Paasmaandag, Meidag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon vir 'n los werknemer in klousule 4 voorgeskryf, betaal, plus sodanige dagtotaal gedeel deur nege vir elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Besoldiging vir werk op Sondae.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer en wag, op 'n Sondag werk, moet sy werkgever hom of—

- (a) minstens dubbel sy daaglikse besoldiging aan hom betaal; of
- (b) minstens een en 'n half maal die weekloon betaal wat aan sodanige werknemer verskuldig is, gedeel deur 45 vir elke uur of gedeelte wat hy aldus gewerk het, en hom binne sewe dae van sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf, betaal.

(4) *Los werknemer.*—Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens tweemaal sy dagloon betaal.

10. INCENTIVE RATES WORK.

(1) An employer may, after at least one week's notice to his employee, apply any incentive rates work system and, save as provided for in clause 5 (6), the employer shall pay to such employee, who is employed on such incentive rates work system for any period, remuneration at the incentive rates applicable under such system; provided that, irrespective of the quality or output of work done, the employer shall pay to such 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 remuneration prescribed in clause 4 read with clause 6 (9) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which incentive rates work is performed, the remuneration prescribed for such employee in clause 4 read with clause 6 (9);

plus 7½ per cent.

(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 who intends to cancel or amend in any way any incentive rates work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one week's notice of the intention; provided that an employer and his employee may agree on a longer period of notice in which case the employer shall give not less than the period of notice agreed upon.

11. PROPORTION OR RATIO.

(1) An employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) An employer shall not employ a group leader unless he has in his employ a foreman.

(3) (a) An employer shall not employ an unqualified sweetmaker unless he has in his employ a qualified sweetmaker, and for each qualified sweetmaker employed not more than one unqualified sweetmaker may be employed by him.

(b) An employer shall not employ an unqualified grade I employee unless he has in his employ a qualified grade I employee and for each qualified grade I employee employed he shall not employ more than one unqualified grade I employee.

(c) An employer shall not employ an unqualified grade II employee unless he has in his employ a qualified grade I or grade II employee and for each qualified grade I or grade II employee employed he shall not employ more than one unqualified grade II employee.

(d) An employer shall not employ an unqualified grade III employee unless he has in his employ a qualified grade I or grade II or grade III employee and for each qualified grade I or grade II or grade III employee employed he shall not employ more than one unqualified grade III employee.

(4) Nothing in this clause shall be construed so as to permit of the employment of more unqualified employees than qualified employees taking all grade I, II or III employees together.

(5) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class; provided that not more than one member of any firm or partnership shall be so deemed; provided further that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

(6) This clause shall apply separately to each establishment.

12. LOG BOOK.

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

DAILY LOG.

Name of employer
 Name of driver
 Date
 Time of starting work a.m./p.m. a.m./p.m.
 Time of finishing work a.m./p.m. a.m./p.m.
 Number of hours worked
 Meal hours from a.m./p.m. to a.m./p.m.
 Particulars of any accident or delay

..... Signature of driver.
 Date 19.....

10. AANSPOURINGSLONWERK.

(1) 'n Werkgewer kan na minstens 'n week kennisgewing aan sy werknemer, enige aansporingswerkstelsel in werking stel en, behoudens soos bepaal in klousule 5 (6), die werkgewer moet aan dié werknemer wat volgens hierdie aansporingswerkstelsel vir enige tydperk in diens geneem is, besoldiging betaal teen die aansporingskaal wat van toepassing is kragtens dié stelsel; met dien verstande dat, ongeag die kwaliteit of opbrengs van werk wat verrig is, die werkgewer aan sodanige werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin aansporingswerk verrig word, die weekloon wat voorgeskryf word in klousule 4, gelees met klousule 6 (9) vir 'n werknemer van sy klas;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop aansporingswerk verrig word, die besoldiging wat vir sodanige werknemer voorgeskryf word in klousule 4, gelees met klousule 6 (9);

plus 7½ persent.

(2) 'n Werkgewer moet 'n lys van die aansporingslone wat in subklousule (1) genoem word, op 'n opvallende plek in sy inrigting opgeplak hou.

(3) 'n Werkgewer wat van voorneme is om op enige wyse 'n aansporingswerkstelsel wat in werking is, of die skale van toepassing daarkragtens te kanselleer of te wysig, moet sy werknemer wat by sodanige stelsel betrokke is, minstens 'n week kennis van sy voorneme gee; met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer tydperk kan ooreenkom, in welke geval die werkgewer nie korter kennis mag gee as die tydperk van kennisgewing waaroor ooreengekom is nie.

11. GETALLEVERHOUDING.

(1) 'n Werkgewer moet nie 'n assistent-voorman, 'n assistent-stoorman of assistent-versendingsklerk in diens neem nie, tensy hy onderskeidelik 'n voorman, 'n stoorman of versendingsklerk in diens het.

(2) 'n Werkgewer moet nie 'n groepleier in diens neem nie, tensy hy 'n voorman in sy diens het.

(3) (a) 'n Werkgewer moet nie 'n ongekwalifiseerde lekker-goedmaker in diens neem nie, tensy hy 'n gekwalifiseerde lekker-goedmaker in sy diens het, en vir elke gekwalifiseerde lekker-goedmaker in sy diens mag hoogstens een ongekwalifiseerde lekker-goedmaker deur hom in diens geneem word.

(b) 'n Werkgewer moet nie 'n ongekwalifiseerde graad I-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde graad I-werknemer in sy diens het en vir elke gekwalifiseerde graad I-werknemer in sy diens mag hoogstens een ongekwalifiseerde graad I-werknemer deur hom in diens geneem word.

(c) 'n Werkgewer moet nie 'n ongekwalifiseerde graad II-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde graad I- of graad II-werknemer in sy diens het en vir elke gekwalifiseerde graad I- of graad II-werknemer in sy diens mag hoogstens een ongekwalifiseerde graad II-werknemer deur hom in diens geneem word.

(d) 'n Werkgewer moet nie 'n ongekwalifiseerde graad III-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde graad I- of graad II- of graad III-werknemer in sy diens het, en vir elke gekwalifiseerde graad I-, graad II- of graad III-werknemer in sy diens mag hoogstens een ongekwalifiseerde graad III-werknemer deur hom in diens geneem word.

(4) Niks in hierdie klousule moet so verklaar word dat dit die indiensneming van meer ongekwalifiseerde as gekwalifiseerde werknemers, met inagneming van alle graad I-, II- en III-werknemers, toelaat nie.

(5) Vir die toepassing van hierdie klousule—

(a) kan 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, gereken word as 'n gekwalifiseerde werknemer in sodanige klas; met dien verstande dat hoogstens een lid van 'n firma of vennootskap as sodanig gereken mag word; voorts met dien verstande dat hy sy naam in die tyd- en loonregister laat verskyn en daarin die beroep vermeld wat hy beoefen;

(b) kan 'n ongekwalifiseerde werknemer wat 'n besoldiging ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, as 'n gekwalifiseerde werknemer gereken word.

(6) Hierdie klousule is afsonderlik van toepassing op elke inrigting.

12. LOGBOEK.

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

DAAGLIKSE LOG.

Naam van werkgewer.....
 Naam van drywer.....
 Datum.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal ure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Besonderhede van ongelukke/of oponthoud.....

..... Handtekening van drywer.
 Datum.....19.....

(2) Every driver of a motor vehicle or part-time motor vehicle driver upon being provided with the log book referred to in sub-clause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, 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 duplicate completed copy thereof to his employer.

(3) Every employer shall retain the duplicate completed copy of the daily log, which in terms of sub-clause (2) has been delivered to him for a period of three years subsequent to the occurrence of that event.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) in the case of an employee paid weekly, one week's notice; and
- (b) in the case of an employee paid monthly, one month's notice;

of his intention to terminate the contract, or an employer may terminate the contract without notice by paying the employee not less than—

- (i) in the case of a week's notice, the weekly remuneration which the employee is receiving at the date of such termination;
- (ii) in the case of a month's notice, the monthly remuneration which the employee is receiving at the date of such termination;

provided that this shall not effect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) 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 prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice as prescribed in sub-clause (1) shall be given—

- (a) in the case of a weekly employee, up to 12 noon on the day following the day on which the working week of the establishment ends for such employees and shall commence to run from such day;
- (b) in the case of a monthly employee, up to 12 noon on, and shall commence to run from, the first day of a calendar month;

provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of peace training the employee is required to undergo under the South Africa Defence Act, 1912; and
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be in writing, in the form prescribed in Annexure C, to this Agreement, except in the case of an employee referred to in clause 4 (2) (a).

(5) Should an employer fail to give notice as provided herein he shall pay his employee an amount equivalent to one week's remuneration, in the case of a weekly paid employee and to one month's remuneration in the case of a monthly paid employee, or when an agreement is entered into in terms of the second proviso to sub-clause (1), equivalent to the period of notice agreed upon. Should an employee fail to give notice as provided for herein, the employer may retain any wages and cost of living allowance but not leave pay which are in the process of accrual at the time of termination of his contract of employment.

14. PROHIBITION OF EMPLOYMENT.

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

15. CERTIFICATE OF SERVICE.

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

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

(2) Elke drywer of deeltydse drywer van 'n motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) voorgeskryf word, moet die daaglikse log ten opsigte van elke dag se werk so na as moontlik aan die voorgeskrywe vorm in tweevoud invul en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n volledige afskrif aan sy werkgever oorhandig.

(3) Elke werkgever moet die volledige afskrif van die daaglikse log, wat ingevolge subklousule (2) aan hom oorhandig is, vir 'n tydperk van drie jaar hou na die datum waarop hy dit ontvang het.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) in die geval van 'n werknemer wat weekliks besoldig word, 'n week kennis; en
- (b) in die geval van 'n werknemer wat maandeliks besoldig word, 'n maand kennis gegee;

van sy voorneme om die dienskontrak te beëindig, of 'n werkgever kan die dienskontrak sonder kennisgewing beëindig deur die werknemer minstens die volgende te betaal:—

- (i) in die geval van 'n week kennisgewing, die weeklikse besoldiging wat die werknemer ontvang ten tyde van dié beëindiging;
- (ii) in die geval van 'n maand kennisgewing, die maandelikse besoldiging wat die werknemer ten tyde van dié beëindiging ontvang;

met dien verstande dat dit nie die volgende raak nie:—

- (i) Die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om enige rede wat by wet as voldoende beskou word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan die kant van albei partye en wat langer is as wat in hierdie klousule voorgeskryf word;
- (iii) die werking van 'n verbeurdverklaring of boete wat volgens wet van toepassing is ten opsigte van diensverlating deur 'n werknemer.

(2) Waar daar 'n ooreenkoms bestaan ingevolge die tweede voorbehoud by subklousule (1), moet die betaling in plaas van kennisgewing ooreenstem met die tydperk van kennis waarvoor ooreengekom is.

(3) Die kennis, soos voorgeskryf in subklousule (1), moet soos volg gegee word:—

- (a) In die geval van 'n weeklikse werknemer, tot om 12-uur middag op die dag wat volg op die dag waarop die werkweek van die inrigting vir sodanige werknemers eindig en moet van dié dag af in werking tree;
- (b) in die geval van 'n maandelikse werknemer, tot om 12-uur middag op, en word van krag van die eerste dag van 'n kalendermaand af;

met dien verstande—

- (i) dat die tydperk van kennisgewing nie mag saamval met, of dat kennis nie gegee mag word tydens 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 7 of tydens vredestrydse opleiding wat die werknemer verplig word om ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak nie; en
- (ii) dat kennis nie gegee mag word tydens 'n werknemer se afwesigheid met verlof kragtens klousule 8 toegestaan nie.

(4) Die kennis wat in hierdie klousule genoem word, moet op skrif wees in die vorm wat in Aanhangsel C tot hierdie Ooreenkoms voorgeskryf word, uitgesonderd die geval van 'n werknemer in klousule 4 (2) (a) genoem.

(5) As 'n werkgever versuim om kennis te gee soos hierin bepaal, moet hy sy werknemer 'n bedrag gelykstaande met een week se besoldiging betaal in die geval van 'n werknemer wat weekliks betaal word en 'n bedrag gelykstaande met een maand se besoldiging in die geval van 'n werknemer wat maandeliks betaal word, of wanneer 'n ooreenkoms aangegaan word kragtens die tweede voorbehoud by subklousule (1), 'n bedrag gelykstaande met die besoldiging vir die tydperk van kennisgewing waarvoor ooreengekom is. As 'n werknemer versuim om kennis te gee soos hierin bepaal, kan die werkgever enige loon en lewenskoste-toelae hou maar nie verloffbesoldiging wat besig is om op te loop ten tyde van die beëindiging van hierdie dienskontrak nie.

14. VERBOD OP INDIENSNEMING.

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

15. DIENSSERTIFIKAAT.

(1) 'n Werkgever moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, aan dié werknemer 'n dienssertifikaat onveranderd uitreik in die vorm voorgeskryf in Aanhangsel B.

(2) Die sertifikaat genoem in subklousule (1) hierbo moet deur die Raad verstrekk en deur die werkgever in drievoud uitgereik word, waarvan die oorspronklike aan die werknemer oorhandig, een afskrif saam met die maandelikse opgawe voorgeskryf in Aanhangsel A, aan die Raad gestuur en een afskrif deur die werkgever vir rekorddoeleindes bewaar moet word.

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

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in servicable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement; provided that no exemption shall be granted to or in respect of any female employee from the provisions of clause 6 (7) (b) of this Agreement except for the purpose of performing work—

- (a) which is necessitated by an emergency; or
- (b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

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

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

(4) The Secretary to the Council shall—

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

18. EXPENSES OF THE COUNCIL.

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

- (1) Each employer shall deduct from the wages of each of his labourers twopence per week and from each of his other employees fourpence per week.
- (2) To the amount deducted as provided for in sub-section (1), the employer shall add an equal amount.
- (3) The total sum referred to in sub-sections (1) and (2) shall be forwarded by each employer together with the form prescribed in Annexure A to this Agreement to the Secretary of the Council, P.O. Box 4172, Johannesburg, not later than the 15th day of the month following that to which the deductions refer.
- (4) The deductions and additions shall be made even when an employee is on leave in terms of clause 7; or when an employee is being paid sick leave in terms of clause 8 and shall be made in full even in the event of any employee being paid less than a full week's wage.
- (5) The Council may reduce the deductions at any time it deems expedient.

19. REGISTRATION OF EMPLOYERS.

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

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

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

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

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

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

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werknemer moet enige uniforms, oorpakke of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand hou en sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgever.

17. VRYSTELLING.

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousule 6 (7) (b) van dié Ooreenkoms verleen kan word aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig nie, uitgesonderd vir die verrigting van werk—

- (a) wat weens 'n noodgeval veroorsaak word; of
- (b) wat nodig is vir die voorkoming van die verlies van grondstowwe wat reeds behandel word en aan vinnige bederf onderhewig is.

(2) Ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalings van dié artikel verleen word, stel die Raad die voorwaardes vas waarop en die termyn waarvoor sodanige vrystelling van krag is; met dien verstande dat die Raad na goeëdenke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek, hetsy die termyn waarvoor die vrystelling verleen was, verloop het of nie.

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

- (a) die betrokke persoon se volle naam;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif hou; en
- (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

18. UITGAWES VAN DIE RAAD.

Die uitgawes van die Raad moet op die volgende wyse bestry word:—

- (1) Elke werkgever moet twee pennies van die loon van elkeen van sy arbeiders per week aftrek, en vier pennies per week van elkeen van sy ander werknemers.
- (2) By die bedrag afgetrek soos in subklousule (1) voorgeskryf, moet die werkgever 'n gelyke bedrag voeg.
- (3) Die totale bedrag voorgeskryf in subklousules (1) en (2) moet deur elke werkgever, saam met die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, voor of op die 15de dag van die maand ná die maand waarop die aftrekkings betrekking het, aan die Sekretaris van die Raad, posbus 4172, gestuur word.
- (4) Die aftrekkings en byvoegings moet gemaak word selfs wanneer 'n werknemer met verlof kragtens klousule 7 is of wanneer 'n werknemer siekteverlof kragtens klousule 8 betaal word, en moet ten volle gedoen word selfs ingeval enige werknemer minder as 'n volle week se loon betaal word.
- (5) Die Raad kan die aftrekkings te eniger tyd na goeëdenke verminder.

19. REGISTRASIE VAN WERKGEWERS.

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

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

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

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

20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan enige werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om hulle pligte in verband met die werk van die Raad na te kom.

21. TRADE UNION FACILITIES.

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

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

22. STOP ORDERS.

An employer shall upon written request of his employee, deduct from the employee's wages the subscriptions payable to the Sweet Workers' Union in terms of the Union's Constitution, and shall forward the full amount so deducted to the Trade Union concerned, not later than the 15th day of each month. Notwithstanding the cancellation of the written request, the deductions shall continue during the notice period of three months which the employee is required to give to the Union to terminate his membership.

23. EXHIBITION OF AGREEMENT.

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

24. AGENTS.

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

Signed at Johannesburg this 27th day of October, 1955, on behalf of the parties.

H. J. A. ROHRBACH, *Chairman.*
J. BERGSTEDT, *Vice Chairman.*
W. B. FLOWERS, *Secretary.*

21. VAKVERENIGINGSFASILITEITE.

(a) 'n Werkgewer moet die Sweet Workers' Union organisatiefasiliteite toestaan deur vakverenigingbeamptes hoogstens eenmaal elke 14 dae op die persele van die werkgewer gedurende die middagete-uur in teekamers of ruskamers, of elders volgens ooreenkoms met die werkgewer, toe te laat vir die bespreking van vakverenigingsake.

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

22. AFTREKORDERS.

'n Werkgewer moet op die skriftelike versoek van sy werknemer die ledegeld wat aan die Sweet Workers' Union betaalbaar is kragtens die vakvereniging se konstitusie, van sy loon aftrek en die volle bedrag aldus afgetrek, op of voor die 15de dag van elke maand aan die betrokke vakvereniging stuur. Indien die skriftelike versoek ingetrek word, moet die aftrekkings voortgaan gedurende die drie maande kennis wat die werknemer aan die vakvereniging moet gee om sy lidmaatskap te beëindig.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n afskrif van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies ingevolge die Wet vertoon en vertoon hou.

24. AGENTE.

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

Namens die partye op hede, die 27ste dag van Oktober 1955, in Johannesburg onderteken.

H. J. A. ROHRBACH, *Voorsitter.*
J. BERGSTEDT, *Ondervoorsitter.*
W. B. FLOWER, *Sekretaris.*

ANNEXURE. A.

MONTHLY LABOUR AND LEVIES RETURN.

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

Name of firm _____	Address _____	Month of _____
Return for the month of _____ 19____		

ENGAGEMENTS AND DISCHARGES.

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

EMPLOYEES LIABLE FOR LEVIES.

Number as per last return.....
Add Engagements.....
TOTAL.....
Less Discharges.....
Number at date of this return.....

EMPLOYEES' SCALE OF CONTRIBUTIONS.

Labourers..... 2d. per week
All other employees..... 4d. per week.

EMPLOYERS' CONTRIBUTION.

A like Amount.

LEVIES PAYABLE.

Number of Employees.		Week Ending.	Deductions.*		Employees Contributions.			Employers Contributions.			Total.		
At 2d.	At 4d.		At 2d. per Week.	At 4d. per Week.	£	s.	d.	£	s.	d.	£	s.	d.

Cheque herewith..... £

* Vide section 18 of the Agreement.

NOTES.

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

AANHANGSEL A.

MAANDELIKSE OPGAWA VAN ARBEIDSKRAGTE EN HEFFINGS.

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

Naam van firma..... Adres.....

Maand

Opgawe vir die maand..... 19.....

IN DIENS GENEEM EN ONTSLAAN.

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

WERKNEMERS. WAT HEFFINGS MOET BETAAL.

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

WERKNEMERS SE SKAAL VAN BYDRAES.

Arbeiders..... 2d. per week.
 Alle ander werknemers..... 4d. per week.

WERKGEWER SE BYDRAE.

'n Gelyke bedrag.

HEFFINGS BETAALBAAR..

Getal werknemers.		Week geëindig.	Kortings.*		Werknemers se bydraes.			Werkgewers se bydraes.			Totaal.		
Teen 2d.	Teen 4d.		Teen 2d. per week.	Teen 4d. per week.	£	s.	d.	£	s.	d.	£	s.	d.

Hierby tjek..... £

* Sien klousule 18 van die ooreenkoms.

LET WEL.

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG).

(Registered under the Industrial Conciliation Act, 1937.)

P.O. Box 4172,
JOHANNESBURG.

CERTIFICATE OF SERVICE.

Name of employer _____
 Full name of employee _____
 Occupation _____ (Pass No.) _____
 If employee is unqualified, state total completed months of experience in present occupation in the Industry as a whole _____ months.
 Date commenced service _____
 Date service terminated _____
 Rate of pay at time of leaving: Wage _____ £ _____
 Cost of living allowance _____ £ _____
 TOTAL _____ £ _____
 Leave pay paid £ _____ : _____ s. _____ d. for _____ days' leave due.
 Date of last increase _____
 Number of certificate produced by employee from last employer _____
 Number of days paid sick leave during period 1st January, 19____, to the date of this certificate _____
 Employee's Signature _____ Employer's Signature _____
 Date of Issue _____ Number _____

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG).

(Geregistreer kragtens die Nywerheid-versoeningswet, 1937.)

POSBUS 4172,
JOHANNESBURG.

DIENSSERTIFIKAAT.

Naam van werkgever _____
 Volle naam van werknemer _____ (Pasno.) _____
 Ambag _____
 Indien werknemer ongekwalifiseer is, noem totale maande ondervinding in huidige ambag in die nywerheid as geheel _____ maande.
 Datum in diens getree _____
 Datum uit diens getree _____
 Loonskaal by uitdienstreding: Loon _____ £ _____
 Lewenskostetoelae _____ £ _____
 TOTAAL _____ £ _____
 Verlofbetaling uitbetaal £ _____ : _____ s. _____ d. vir _____ dae verlof verskuldig.
 Laaste verhogingsdatum _____
 No. van sertifikaat van laaste werkgever _____
 Getal dae betaalde siekteverlof van 1 Januarie 19____ tot datum van hierdie sertifikaat _____
 Handtekening van Werknemer _____ Handtekening van Werkgever _____
 Datum van uitreiking _____ Nummer _____

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG).

NOTICE OF TERMINATION OF EMPLOYMENT.

To _____
 I hereby tender one week's notice [commencing on _____ (day of week) the _____ of _____ 195____], to terminate my/your employment.
 Signature _____
 Date _____
 Signature of recipient _____
 If signature of recipient cannot be obtained, state reasons _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG).

KENNISGEWING VIR DIENSBEËINDIGING.

Aan _____
 Hierby gee ek een week kennis, met ingang van _____ (dag van die week) die _____ van _____ 195____ om my/u diens te beëindig.
 Handtekening _____
 Datum _____
 Handtekening van ontvanger _____
 As ontvanger se handtekening nie verkry kan word nie, meld redes _____

* No. 1020.]

[8 June 1956.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

SWEETMAKING INDUSTRY, JOHANNESBURG.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweetmaking Industry, published under Government Notice No. 1019 of the 8th June, 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.

* No. 1020.]

[8 Junie 1956.]

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.**

LEKKERGOEDNYWERHEID, JOHANNESBURG.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby, ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, gepubliseer by Goewermentskennisgewing No. 1019 van 8 Junie 1956, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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