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GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 1055.] [12 Julie 1957.
WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1958 eindig, bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede is van daardie vereniging;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, 23 en 24 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1958 eindig, bindend is vir alle ander werkgewers en werknemers as die vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by of in genoemde Nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, en 24 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1958 eindig, in die magistraatsdistrik Port Elizabeth *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers op wie enige sodanige bepalings ten opsigte van werknemers bindend is en op daardie werkgewers ten opsigte van Naturelle in hulle diens.

P. O. SAUER,
Waarnemende Minister van Arbeid.

A—1957481

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 1055.] [12 July 1957.
INDUSTRIAL CONCILIATION ACT, 1956.

SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th February, 1958, upon the employer who and trade union which entered into the said Agreement and upon employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive), 23 and 24 of the said Agreement shall be binding from the second Monday after date of publication of this notice, and for the period ending the 28th February, 1958, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry, in the Magisterial District of Port Elizabeth; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending the 28th February, 1958, the provisions contained in clauses 3 to 19 (inclusive) and 24 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH.

OOREENKOMS.

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

Algoa Sweet Manufacturing Co., Ltd.,

(hieronder „die werkgewers” 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, Port Elizabeth.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Port Elizabeth nagekom word deur die werkgewers wat die Lekkergoednywerheid beoefen en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in diens is en vir wie lere in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ooreenkomstig die Nywerheid-versoeningswet, 1937, vasstel en bly van krag vir die tydperk wat op 28 Februarie 1958 eindig.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenisse as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aantoon ook vroue; voorts, tensy strydig met die samehang, beteken—

- „assistent-voorman”, ’n werknemer wat die voorman by die verrigting van sy werk help en in sy afwesigheid vir hom kan waarneem;
- „assistent-voervrou” ’n vroulike werknemer wat die voervrou by die verrigting van haar werk help en wat tydens haar afwesigheid vir haar kan waarneem;
- „assistent-stoomman”, ’n werknemer, uitgesonderd ’n versendingsklerk en ’n arbeider, wat die stoomman met sy werk help;
- „ketelbediener”, ’n werknemer wat ’n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „los arbeider”, ’n arbeider wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;
- „klerklike werknemer”, ’n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en dit omvat ’n stoomman, kassier, versendingsklerk en telefonis;
- „klerklike werknemer, gekwalifiseer, manlik”, ’n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik”, ’n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, vroulik”, ’n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik”, ’n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „kleedkamerbediende”, ’n werknemer wat in beheer is van ’n kleedkamer waarin ’n werknemer hom kan verkleed of sy klere lê, of van sluitkaste waarin ’n werknemer sy besittings kan bewaar;
- „lettersetter”, ’n werknemer wat ’n lettersetmasjien bedien, uitgesonderd ’n etiket-oordrukmasjien, en/of letters, blokke plate en/of ander nodige materiaal set rangskik en in posisie plaas om te druk of reliëfwerk te verrig of rubberstempels daarvan te maak en/of sodanige materiaal na gebruik versprei;
- „versendingsklerk”, ’n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toelig kan hou oor die verpakking, afweeg en/of bymeekaarmaak van sulke goedere die natel van pakkies en die adresseer daarvan;
- „inrigting” ’n perseel waarop die lekkergoednywerheid uitgeoefen word en wat geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941;
- „ondervinding”, met betrekking tot—

- (a) ’n lekkergoedmaker, reisiger of algemene werker, die totale tydperk of tydperke diens wat ’n werknemer onderskeidelik as ’n lekkergoedmaker, reisiger of algemene werker gehad het;
- (b) ’n klerklike werknemer, die totale tydperk of tydperke diens wat ’n werknemer as ’n klerklike werknemer gehad het, ongeag die bedryf waarin die ondervinding opgedoen is;
- „voorman”, ’n werknemer wat toelig 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 doeltreffend verrig.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

AGREEMENT

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

Algoa Sweet Manufacturing Co., Ltd.,

(hereinafter called “the employers”), of the one part and the Sweet Workers' Union

(hereinafter called “the employees” or “trade union”), of the other part, being the parties to the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1937, and shall remain in force for the period ending 28th February, 1958.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and unless the contrary intention appears, words importing the masculine gender shall include females; and further, unless inconsistent with the context—

- „assistant foreman” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;
- „assistant forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;
- „assistant storeman” means an employee, other than a despatch clerk and a labourer, who assists the storeman in his duties;
- „boiler attendant” means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;
- „casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;
- „clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- „clerical employee, qualified, male,” means a male clerical employee who has had not less than five years' experience;
- „clerical employee, unqualified, male,” means a male clerical employee who has had less than five years' experience;
- „clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- „clerical employee, unqualified, female,” means a female clerical employee who has had less than four years' experience;
- „cloakroom attendant” means an employee who is in charge of a change-room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;
- „compositor” means an employee engaged in operating a type-setting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates, and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;
- „despatch clerk” means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;
- „establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which would be registrable under the Factories, Machinery and Building Work Act, 1941;
- „experience” means in relation to—

- (a) a sweet maker, traveller or general worker, the total period or periods of employment which an employee has had as a sweetmaker, traveller or general worker respectively;
- (b) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which such experience was gained;
- „foreman” means an employee who is in charge of employees in an establishment or in a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„voorzou”, ’n vroulike werknemer wat onder toesig van ’n voorman of assistent-voorman toesig het oor die vroulike algemene werknemers in ’n inrigting of in ’n afdeling van ’n inrigting, en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig.

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

- (a) Neute, kakaoboontjies, of ander grondstowwe skoonmaak en/of sorteer;
- (b) sonder verantwoordelikheid vir die graad van rooster of kook, kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook;
- (c) die kiem uit kakaoboontjies wane of verwyder;
- (d) ’n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wammasjien, maalmasjien, vormmasjien of ander masjien bedien;
- (e) neute of vrugte uitdop, pitte uithaal, of droog;
- (f) vrugte of ander grondstowwe fynstamp of in die regte grootte sny;
- (g) bestanddele afweeg (maar nie op ’n gestelde skaal nie);
- (h) klaargemaakte geurmiddels ingiet;
- (i) lekkergoed in vorms plaas, uit vorms haal, fatsoeneer en uitgiet en dit in stysel plaas, weer uithaal of die stysel daarvan verwyder;
- (j) deeg, pap of ander suiker- en/of sjokoladepreparate voer, kristalliseer, trek, rol, opsnij en uitstempel;
- (k) indoop en bedek;
- (l) vrugte, neute en ander eetbare materiaal in lekkergoedpreparate verwerk en/of insit;
- (m) kartonhouers maak;
- (n) goedere verpak vir voorraad of versending, met uitsondering van die plaas van verpakte artikels van gelyke grootte en getal in houers wat spesiaal gemaak is om hulle te bevat;
- (o) bestellings bymeekaarmaak en nasien;
- (p) etiketteer en/of indraai;
- (q) bereidings- of mengwerk doen wat nie by die werksaamhede in die woordomsyrywing van „arbeider” ingesluit is nie, en omvat alle werknemers wat nie spesifiek in klousule 4 (1) genoem word nie;

„algemene werker, gekwalifiseer”, ’n algemene werker met minstens 12 maande ondervinding;

„algemene werker, ongekwalifiseer”, ’n algemene werker met minder as 12 maande ondervinding;

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

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

- (a) Goedere, materiaal, gerei, installasie, masjinerie, gereedskap of ander artikels optel, dra, verskuif of stapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels skoonmaak of was;
- (c) vure maak of aan die brand hou;
- (d) afval verwyder;
- (e) briewe, boodskappe of goedere te voet of met ’n fiets, driewieler of handvoertuig aflewer;
- (f) laai of aflaai;
- (g) kiste, bale of pakkies oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) suiker of ander bestanddele in stoom- of ander panne roer maar nie termometers aflees of stoomdruk reguleer nie;
- (j) duie of riefelkartonhouers inmeekaarsit;
- (k) raffineerders, roostermasjiene, wammasjiene, maal- en vormmasjiene vul en leegmaak, maar nie sulke masjiene bedien nie;
- (l) tee of dergelike drank maak;
- (m) bestanddele in mengmasjiene of panne sit, maar nie stroop in draaiende panne giet nie;
- (n) stysel in „buck”-masjiene voer;
- (o) suiker of glukose op ’n gestelde skaal afweeg of met ’n vaste maat afmeet;
- (p) verpakte artikels van gelyke grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;

„instandhouer”, ’n werknemer, uitgesonderd ’n werktuigkundige, wat die masjinerie, installasie, meubels of ander toerusting instandhou;

„werktuigkundige”, ’n geskoolde vakman of ambagsman;

„motorvoertuig”, elke voertuig wat ontwerp of bestem is vir ’n ander manier van aandrywing as deur menslike of dierlike krag en wat gebruik word vir die vervoer van goedere, uitgesonderd ’n reisiger se monsters, of vir die vervoer van ’n reisiger;

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

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

- (a) Cleaning and/or sorting nuts, cocoa beans, or other raw materials;
- (b) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (c) winnowing or removing the germ from cocoa beans;
- (d) operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
- (e) shelling, stoning, peeling or drying nuts or fruit;
- (f) crushing or cutting to size fruits or other raw materials;
- (g) weighing ingredients (other than to a fixed scale);
- (h) pouring ready mixed flavours;
- (i) moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;
- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or dispatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations, included in the definition of „labourer” and includes all employees not specifically referred to in clause 4 (1);

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

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

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

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

- (a) Lifting, carrying, moving or stacking goods, materials, utensils, plant, machinery, tools or other articles;
- (b) cleaning or washing premises, vehicles, animals, machinery, trays, pans, boxes, moulds, tins, utensils or furniture;
- (c) making or maintaining fires;
- (d) removing refuse;
- (e) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicles;
- (f) loading or unloading;
- (g) opening, closing or marking boxes, bales or packages;
- (h) filling and emptying starch trays by hand;
- (i) stirring sugar or other ingredients in steam or other pans excluding reading thermometers or regulating steam pressure;
- (j) assembling shooks or corrugated cardboard containers;
- (k) filling and emptying refiners, roasting machines, winnowing machines, mills and moulding machines, but not operating such machines;
- (l) making tea or similar beverages;
- (m) putting ingredients into mixing machines or pans other than adding syrup to revolving pans;
- (n) feeding starch into „buck” machines;
- (o) weighing or measuring sugar or glucose to a set scale or measure;
- (p) placing packed articles of uniform size and number into containers specially made to contain them;

„maintenance man” means an employee other than a mechanic, engaged in keeping in repair machinery, plant, furniture or other equipment;

„mechanic” means a skilled tradesman or artisan;

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

"motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig dryf" alle tydperke wat gedryf word en al die tyd wat die drywer aan werk in verband met die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te dryf;

"nagskof" elke tydperk van werk wat vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. verrig word;

"n masjien bedien", ook die versorging, aansit of stopsit van die masjien en kan vul of leegmaak omvat;

"deelydse motorvoertuigdrywer", 'n werknemer wat altesaam hoogstens twee uur op 'n dag 'n motorvoertuig dryf, en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig dryf" alle tydperke wat gedryf word en enige tyd wat die drywer bestee terwyl hy in beheer van die voertuig is of aan werk in verband met die voertuig of vraag;

"degelpersdrukker", 'n werknemer wat kan toestel en op 'n degelpers (uitgesonderd 'n outomatiese voerder, groter as 10 duim by 15 duim, of 'n etiket-oordrukmasjien) kan druk, met inbegrip van die opsluit van die vorms in die masjien-vormraam;

"monsterjong", 'n werknemer wat 'n reisiger op sy rondes vergesel, hom help om sy monsters te verpak, uit te pak of te vertoon en wat die motorvoertuig kan dryf wat deur die reisiger by die nakoming van sy pligte gebruik word;

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

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

"lekkergoedmaker", 'n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd wat die bestanddele eerste in die meng- of kook- of draaiende panne geplaas word, tot die massa lekkergoed gereed is om opgesny, gefatsoeneer, op maat gemaak, ingedraai of andersins gefabriseer te word, of pangoedere gereed is om uit die panne verwyder te word, en/of in die geval van sjokolade van die begin van die rooster van die boontjies tot die sjokolade gereed is om gevorm, gegiet, ingedraai, vir inkoop of bedekking gebruik of andersins gefabriseer te 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 kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word en omvat—

(a) die vervaardiging van alle kommoditeite 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

(b) alle werksaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeite of bestanddele wat deur enigeen van die werkgewers van sulke werknemers beoefen word;

"reisiger", 'n werknemer wat buite die inrigting van sy werkgewer bestellings werf of bymeekaarmaak;

"reisiger, gekwalifiseer", 'n reisiger met minstens vier jaar ondervinding;

"reisiger, ongekwalifiseer", 'n reisiger met minder as vier jaar ondervinding;

"welsynsbeampste", 'n werknemer wat 'n geldige bekwaamheidsertifikaat vir eerstehulp besit wat deur enigeen van onderstaande organisasies uitgereik is:—

- Rooikruisvereniging van Suid-Afrika;
- St. John Ambulance Association;
- Noodhulpiga van Suid-Afrika;

en wat verantwoordelik is vir die eerstehulpkamer; "loon", daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werke in klousule 6 bepaal.

4. BESOLDIGING.

(1) Onderstaande is die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal; met dien verstande dat by die indeling van 'n werknemer vir die toepassing van hierdie klousule, dit beskou word dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	Per week.
	£ s. d.
Voorman	9 0 0
Assistent-voorman	7 10 0
Voorvrou	6 10 0
Assistent-voorvrou	5 10 0
Groepelier of spanopsigter	4 0 0
Lekkerkoedmaker, gekwalifiseer	8 0 0

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

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

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

"platen pressman" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with an automatic feed, larger than 10 inches by 15 inches or a label overprinting machine) including locking up forms in the machine chase;

"sample boy" means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples, and who may drive the motor vehicle used by the traveller in the performance of his duties;

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

"storeman" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"sweetmaker" means an employee who is engaged in and is responsible for the making of sweets from the time when the ingredients are first brought to the mixing or cooking vessels or revolving pans until the sweet mass is ready to be cut, shaped, sized, wrapped or otherwise fabricated or pan goods are ready to be removed from the pan, and/or in the case of chocolate, from the commencement of the roasting of the beans until the chocolate is ready to be formed, poured, wrapped, used for dipping or coating or otherwise fabricated;

"sweetmaker, qualified," means a sweetmaker who has had not less than five years' experience;

"sweetmaker, unqualified," means a sweetmaker who has had less than five years' experience;

"Sweet Manufacturing Industry" means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registerable under the Factories, Machinery and Building Work Act, 1941, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;

"traveller" means an employee engaged in soliciting or collecting orders outside the establishment of his employer;

"traveller, qualified," means a traveller who has had not less than four years' experience;

"traveller, unqualified," means a traveller who has had less than four years' experience;

"welfare officer" means an employee who holds a current certificate of competency in first aid issued by any of the following organizations:—

- Red Cross Society of South Africa;
- St. John's Ambulance Association;
- Noodhulpiga van Suid-Afrika;

and who is in charge of a first-aid room;

"wage" means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in Clause 6.

4. REMUNERATION.

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

	Per Week.
	£ s. d.
Foreman	9 0 0
Assistant Foreman	7 10 0
Forewoman	6 10 0
Assistant Forewoman	5 10 0
Group Leader or team supervisor	4 0 0
Sweetmaker, qualified	8 0 0

Lekkergoedmaker, ongekwalifiseer—

gedurende 1ste ses maande ondervinding	1	15	0
gedurende 2de ses maande ondervinding	2	7	6
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 8ste ses maande ondervinding	6	2	6
gedurende 9de ses maande ondervinding	6	15	0
gedurende 10de ses maande ondervinding	7	7	6

met dien verstande dat in die geval van 'n lekkergoedmaker met ondervinding as 'n algemene werker, elke ses maande van sodanige ondervinding gelyk aan drie maande ondervinding as 'n lekkergoedmaker beskou moet word; voorts met dien verstande dat ondervinding as 'n algemene werker altesaam hoogstens twaalf maande ondervinding as 'n lekkergoedmaker gereken kan word.

Klerklike werknemer, manlik, gekwalifiseer ... 6 9 6

Klerklike werknemer, manlik, ongekwalifiseer—

gedurende 1ste jaar ondervinding	2	6	2
gedurende 2de jaar ondervinding	3	2	3
gedurende 3de jaar ondervinding	4	3	0
gedurende 4de jaar ondervinding	5	2	9
gedurende 5de jaar ondervinding	5	17	3

Klerklike werknemer, vroulik, gekwalifiseer ... 4 3 1

Klerklike werknemer, vroulik, ongekwalifiseer—

gedurende 1ste jaar ondervinding	2	1	6
gedurende 2de jaar ondervinding	2	11	11
gedurende 3de jaar ondervinding	3	2	3
gedurende 4de jaar ondervinding	3	12	8
Assistent-stoorman	4	10	0
Welsynsbeampte	4	10	0
Kleedkamerbediende	2	17	6
Instandhouer	5	15	0
Werktuigkundige	8	0	0
Motorvoertuigdrywer	4	12	6
Monsterjong	2	12	6
Reisiger, gekwalifiseer	11	10	9

Reisiger, ongekwalifiseer—

gedurende 1ste jaar ondervinding	6	18	6
gedurende 2de jaar ondervinding	8	1	6
gedurende 3de jaar ondervinding	9	4	7
gedurende 4de jaar ondervinding	10	7	8
Lettersetter	8	11	0
Degelpersdrukker	5	6	9
Ketelbediener	2	15	0
Nagwag	2	15	0
Deeltydse motorvoertuigdrywer	2	9	0
Algemene werker, gekwalifiseer	3	0	0

Algemene werker, ongekwalifiseer—

gedurende 1ste drie maande	1	15	0
gedurende 2de drie maande	2	0	0
gedurende 3de drie maande	2	5	0
gedurende 4de drie maande	2	10	0
Arbeider	1	17	6

Los arbeider: vir elke dag, of gedeelte van 'n dag diens, een-vyfde van die loon vir 'n arbeider voorgeskryf.

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

(3) **Nagskofbesoldiging.**—'n Werknemer wat op nagskof werk, uitgesonderd 'n nagwag of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoeler-installasie of die opwek van stoom of elektrisiteit, moet vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens die besoldiging soos in subklousule (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, gedeel deur 44 plus 20 persent, betaal word.

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

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

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

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

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

Sweetmaker, unqualified:—

during the first six months' experience	1	15	0
during the second six months' experience	2	7	6
during the third six months' experience	3	0	0
during the fourth six months' experience	3	12	6
during the fifth six months' experience	4	5	0
during the sixth six months' experience	4	17	6
during the seventh six months' experience	5	10	0
during the eighth six months' experience	6	2	6
during the ninth six months' experience	6	15	0
during the tenth six months' experience	7	7	6

provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months experience as a sweetmaker; provided further that experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than twelve months in the aggregate.

Clerical employee, male, qualified ... 6 9 6

Clerical employee, male, unqualified—

during the first year of experience	2	6	2
during the second year of experience	3	2	3
during the third year of experience	4	3	0
during the fourth year of experience	5	2	9
during the fifth year of experience	5	17	3

Clerical employee, female, qualified ... 4 3 1

Clerical employee, female, unqualified—

during the first year of experience	2	1	6
during the second year of experience	2	11	11
during the third year of experience	3	2	3
during the fourth year of experience	3	12	8
Assistant storeman	4	10	0
Welfare officer	4	10	0
Cloakroom attendant	2	17	6
Maintenance man	5	15	0
Mechanic	8	0	0
Motor vehicle driver	4	12	6
Sample boy	2	12	6
Traveller, qualified	11	10	9

Traveller, unqualified—

during the first year of experience	6	18	6
during the second year of experience	8	1	6
during the third year of experience	9	4	7
during the fourth year of experience	10	7	8
Compositor	8	11	0
Platen pressman	5	6	9
Boiler attendant	2	15	0
Nightwatchman	2	15	0
Part-time motor vehicle driver	2	9	0
General worker, qualified	3	0	0

General worker, unqualified—

during the first three months	1	15	0
during the second three months	2	0	0
during the third three months	2	5	0
during the fourth three months	2	10	0
Labourer	1	17	6

Casual labourer: for each day or part of a day of employment, one-fifth of the wage prescribed for a labourer.

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

(3) **Night Shift Remuneration.**—An employee, employed on night shift, other than a night watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid not less than the remuneration prescribed in sub-clause (1) of this section for an employee of his class divided by 44 for each hour or part of an hour so worked, plus 20 per cent.

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

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

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

is prescribed in sub-clause (1) of this section shall pay to such employee in respect of the whole day on which he performs such work—

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

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

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

(5) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, maandeliks ooreenkomstig klousule 5 (1) betaal word, moet die bedrag van daardie loon bereken word teen 44 maal die loon wat vir 'n werknemer van sy klas in subklousule (1) van hierdie artikel voorgeskryf word.

(6) *Reis- en/of verblyftoelae.*—Benewens die besoldiging wat in klousule 4 (1) voorgeskryf word—

(a) moet 'n reisiger—

- (1) wat, op enige reis ter uitvoering van sy pligte onderneem, vir 'n tydperk van langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se inrigting afwesig is—

(i) deur sy werkgever vergoed word vir alle onkoste wat redelikerwys deur hom aangegaan word vir die verskaffing van maaltye en ligte etes vir hom gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie;

(ii) deur sy werkgever 'n verblyftoelae van minstens 22s. 6d. betaal word vir elke nag, ingeval sodanige tydperk van afwesigheid oor een of meer nagte strek;

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

- (2) wat sy werkgever se motorvoertuig gebruik of wat per trein of enige ander voertuig, met uitsondering van sy eie, moet reis deur sy werkgever al die redelike vervoerkoste vergoed word wat hy ter uitvoering van sy pligte aangaan, en vir die toepassing van hierdie paragraaf word die bære van 'n motorvoertuig in 'n motorhuis oornag as vervoerkoste beskou;

- (3) van wie dit vereis word of wat toegelaat word om 'n motorvoertuig ter uitvoering van sy pligte, te verskaf, deur sy werkgever 'n insluitende vervoertoelae van minstens 7½ pennies vir elke myl wat hy ter uitvoering van sy pligte in sodanige voertuig reis, betaal word;

- (b) moet 'n monsterjong 'n verblyftoelae van minstens 5s. betaal word ten opsigte van elke nag wat hy gedurende 'n reis weg van die handelsreisiger se hoofkantoor deurbring.

(7) Alle toelae en onkoste wat ooreenkomstig subklousule (6) (a) van hierdie klousule aan 'n reisiger betaalbaar is, moet binne sewe dae na die reisiger se skriftelike eis daarom deur sy werkgever betaal word; met dien verstande dat 'n reisiger sodanige eis binne een maand nadat hy daartoe geregtig geword het, moet instel, maar nie meer as een eis in enige enkele week mag instel nie.

(8) *Lewenskostetoelae.*—(a) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet, benewens die loon wat in subklousule (1) van hierdie artikel voorgeskryf is, 'n lewenskostetoelae ooreenkomstig onderstaande skaal betaal word:—

	Toelae per week betaalbaar.		
	£	s.	d.
Tot en met 20s. per week	0	11	0
Meer as 20s. maar hoogstens 25s. per week	0	13	3
Meer as 25s. maar hoogstens 30s. per week	0	13	9
Meer as 30s. maar hoogstens 35s. per week	0	16	9
Meer as 35s. maar hoogstens 40s. per week	0	18	3
Meer as 40s. maar hoogstens 45s. per week	1	0	9
Meer as 45s. maar hoogstens 50s. per week	1	2	3
Meer as 50s. maar hoogstens 55s. per week	1	4	9
Meer as 55s. maar hoogstens 60s. per week	1	7	6
Meer as 60s. maar hoogstens 65s. per week	1	10	6
Meer as 65s. maar hoogstens 70s. per week	1	13	3
Meer as 70s. maar hoogstens 75s. per week	1	16	9
Meer as 75s. maar hoogstens 80s. per week	2	0	0
Meer as 80s. maar hoogstens 90s. per week	2	4	0
Meer as 90s. maar hoogstens 100s. per week	2	8	0
Meer as 100s. maar hoogstens 110s. per week	2	12	0
Meer as 110s. maar hoogstens 120s. per week	2	16	6
Meer as 120s. maar hoogstens 130s. per week	3	1	0
Meer as 130s. maar hoogstens 304s. 6d. per week	3	8	0

Met dien verstande dat 'n gekwalifiseerde algemene werker, benewens die lewenskostetoelae wat kragtens hierdie subklousule betaalbaar is, 'n lewenskostetoelae van minstens 2s. per week moet ontvang.

(b) Die toelae ooreenkomstig hierdie subklousule betaalbaar, sluit die toelae in wat betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat as die toelae wat hierin voorgeskryf word, te eniger tyd minder is as die toelae ingevolge genoemde Oorlogsmaatreël betaalbaar, laasgenoemde toelae betaalbaar is.

- (ii) in the case referred to in paragraph (b), one fifth of the wage prescribed in sub-clause (1) for an employee of his class, plus twenty per cent;

provided that where the sole 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) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) of this section for an employee of his class.

(6) *Transport and or Subsistence Allowance.*—In addition to the remuneration prescribed in clause 4 (1)—

(a) a traveller—

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

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

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

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

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

- (3) who is required or permitted to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than seven and a half pennies for each mile travelled in such vehicle in the performance of his duties;

- (b) a sample boy shall be paid a subsistence of not less than five shillings in respect of every night spent away from the traveller's headquarters during any journey.

(7) Any allowances and expenses payable to a traveller in terms of sub-clause (6) (a) of this clause shall be paid by his employer within seven days of the traveller's written claim therefore; provided that a traveller shall submit such claim within one month of entitlement but shall submit not more than one claim in any one week.

(8) *Cost of Living Allowance.*—(a) All employees for whom wages are prescribed in this Agreement shall be paid, in addition to the wage prescribed in sub-clause (1) of this section a cost of living allowance in terms of the under-mentioned scale:—

	Allowance payable per week.		
	£	s.	d.
Up to and including 20s. per week	0	11	0
Above 20s. but not exceeding 25s. per week	0	13	3
Above 25s. but not exceeding 30s. per week	0	13	9
Above 30s. but not exceeding 35s. per week	0	16	9
Above 35s. but not exceeding 40s. per week	0	18	3
Above 40s. but not exceeding 45s. per week	1	0	9
Above 45s. but not exceeding 50s. per week	1	2	3
Above 50s. but not exceeding 55s. per week	1	4	9
Above 55s. but not exceeding 60s. per week	1	7	6
Above 60s. but not exceeding 65s. per week	1	10	6
Above 65s. but not exceeding 70s. per week	1	13	3
Above 70s. but not exceeding 75s. per week	1	16	9
Above 75s. but not exceeding 80s. per week	2	0	0
Above 80s. but not exceeding 90s. per week	2	4	0
Above 90s. but not exceeding 100s. per week	2	8	0
Above 100s. but not exceeding 110s. per week	2	12	0
Above 110s. but not exceeding 120s. per week	2	16	6
Above 120s. but not exceeding 130s. per week	3	1	0
Above 130s. but not exceeding 304s. and sixpence per week	3	8	0

Provided that in addition to the cost of living allowance payable in terms of this sub-clause a qualified general worker shall receive a cost of living allowance of not less than 2s. per week.

(b) The allowance payable in terms of this sub-clause shall include the allowance payable in terms of War Measure No. 43 of 1942 as amended from time to time; provided that if at any time the allowance prescribed herein is less than the allowance under the said War Measure, the latter allowance shall be payable.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los arbeider.*—Behoudens soos bepaal in klousules 4 (7) en 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, weekliks of maandeliks, as die werkgewer en werknemer aldus skriftelik ooreengekom het, in kontant 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 koeverf of ander houër wees wat die name van die werkgewer en die werknemer, die werknemer se bedryf, die getal gewone ure, oortydure en nagskofure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

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

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

(4) *Koop van goedere.*—Geen werkgewer 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, en die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer 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 Werkgewer 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-, voorsorgs- of pensioenfondse of ledegeld aan 'n werknemersorganisasie;

(b) behoudens soos bepaal in klousule 8, wanneer sy werknemer weens ongeval of siekte van die werk wegbly of versuim om te kom werk, 'n aftrekking in verhouding tot die tydperk van daardie afwesigheid;

(c) 'n aftrekking van enige bedrag wat die werkgewer kragtens wet of bevel van 'n bevoegde hof vereis of toegelaat is om te doen;

(d) wanneer die gewone werkure in klousule 6 (1) voorgeskryf, verminder word weens korttyd, ten opsigte van elke uur van die vermindering 'n aftrekking van $\frac{1}{4}$ ste van die weekloon in klousule 4 (1) voorgeskryf; met dien verstande dat in die geval van 'n staking van werk as gevolg van omstandighede buite 'n werknemer se beheer sy werkgewer daardie werknemer 'n minimum van 35 werkure in 'n week, of besoldiging in plaas daarvan moet waarborg; en verder met dien verstande dat geen aftrekking gemaak kan word nie—

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

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

(e) 'n aftrekking ten opsigte van elke openbare vakansiedag uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Geloftedag of Kersdag, waarop 'n werknemer nie verplig of toegelaat word om te werk nie, een-vyfde van die weekloon wat hy onmiddellik voor so 'n openbare vakansiedag ontvang het;

(f) as 'n werknemer toestem, of hy kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om losies en/of inwoning van sy werkgewer aan te neem, die aftrekking van hoogstens die onderstaande bedrae:—

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

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

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

(i) 44 in 'n week van Maandag tot en met Vrydag;

(ii) nege op 'n dag;

met dien verstande dat geen vroulike werknemer toegelaat mag word om—

(a) tussen 6-uur nm. en 6-uur vm.;

(b) na 1-uur nm. op meer as vyf dae in 'n week te werk nie.

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

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Labourer.*—Save as is provided in clause 4 (7) and 7 (3) any amount due to an employee shall be paid in cash weekly or monthly, if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary, overtime and night shift hours worked, the remuneration due and the period in respect of which payment is made.

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

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of 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 Natives (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulation Act, 1911, an employer shall not require an employee to board and/or lodge with him or with any person or at any place nominated by him.

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

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

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

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

(d) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction in respect of each hour of such reduction of one-fourth of the weekly wage prescribed in clause 4 (1); provided that in the event of a stoppage of work due to circumstances beyond the control of an employee, his employer shall guarantee to such employee a minimum of 35 hours work in any one week of employment, or payment in lieu thereof; and provided further that no deduction shall be made—

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

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

(e) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Day of the Covenant or Christmas Day on which an employee is not required or permitted to work, of one-fifth of the weekly wage which he was receiving immediately prior to such public holiday;

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

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

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 labourer shall not exceed—

(i) forty-four in any week from Monday to Friday inclusive;

(ii) nine in any day;

provided that no female employee may be permitted to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days in any week.

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

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

- (a) as die onderbreking langer as een uur duur, enige tyd bo 1½ uur as deel van die gewone werkure of, na gelang van die geval, van oortyd beskou moet word;
- (b) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word.

(4) *Ruspose.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy inrigting in diens is, uitgesonderd 'n nagwag, 'n ruspose van minstens tien minute toestaan so na as moontlik aan—

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

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

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

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

(7) *Beperking van oortyd.*—'n Werkgewer kan van 'n werknemer vereis of hom toelaat om hoogstens die volgende oortyd te werk:—

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

met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis of haar mag toelaat om—

- (i) langer as twee uur op 'n dag, uitgesonderd Saterdag, oortyd te werk nie;
- (ii) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (iii) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (iv) na voltooiing van haar gewone werkure langer as een uur op 'n dag oortyd te werk nie, tensy hy so 'n werknemer daarvan voor 12-uur middag in kennis gestel het.

(8) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat deur hom gewerk word, besoldiging betaal teen 'n skaal van minstens 1½ maal sy gewone besoldiging met inbegrip van lewenskostetoelae; met dien verstande dat as die oortyd in 'n week wat bereken word op 'n daaglikse basis, verskil van oortyd bereken op 'n weeklikse basis, dié basis wat die hoogste bedrag vir oortyd vir daardie week gee, aangeneem moet word.

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie dit vereis word om na 6.30 nm. oortyd te werk, van 'n behoorlike ete voorsien, of in plaas daarvan daardie werknemer betyds 'n bedrag van minstens 1s. 6d. betaal om hom in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(10) *Voorbehoude.*—Die bepalings van hierdie klousule is nie op 'n reisiger, reisiger se drywer of 'n nagwag van toepassing nie, en die bepalings van subklousules (3), (4), (5) en (7) van hierdie artikel is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n onklaar-raking van installasie, masjinerie of ander onvoorsiene noodgeval nie of in verband met opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, of herstellings aan geboue wat nie gedoen kan word terwyl die masjinerie in werking is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) van hierdie artikel moet 'n werkgewer sy werknemer ten opsigte van elke voltooide jaar diens by hom, twee agtereenvolgende weke verlof toestaan en daardie werknemer ten opsigte van elke week daarvan 'n bedrag betaal van minstens die weekloon wat hy onmiddellik voor die aanvang van dié verlof ontvang het.

(2) Die verlof wat in subklousule (1) van hierdie artikel voorgeskryf word, word toegestaan op 'n tyd wat deur die werk-gewer vasgestel word; met dien verstande dat—

- (i) behoudens soos bepaal in paragraaf (v), as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die tydperk van verlof nie met siekteverlof, nog met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemel-vaartsdag, Uniedag, Gelofte-dag of Kersdag binne die tyd-perk van die verlof val, nog 'n dag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or over-time; provided that—

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

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

- (a) the middle of each first work period in a day;
- (b) the middle of each second work period in a day where such period is no longer than three hours;

during which the employees 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-clause (3) and (4) of this section, all hours of work shall be consecutive.

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

(7) *Limitation of Overtime.*—An employer may require or permit an employee to work overtime for not more than—

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

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

- (i) for more than two hours on any day excepting a Satur-day;
- (ii) on more than three consecutive days;
- (iii) on more than sixty days in any year;
- (iv) after completion of her ordinary working hours for more than one hour on any day unless he has given notice thereof to such employee before midday.

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

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

(10) *Savings.*—The provisions of this clause shall not apply to a traveller, traveller's driver or a night watchman, and the provisions of sub-clause (3), (4), (5) and (7) of this section shall not apply to an 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) of this section, an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave, and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave.

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

- (i) save as provided in paragraph (v), if such leave has not been granted earlier it shall be granted within two months of completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee is required to undergo training under the South African Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;

- (iv) 'n werkgewer enige dag geleentheidsverlof met volle besoldiging wat op die werknemer se skriftelike versoek gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n dienstydperk van hoogstens twee agtereenvolgende jare te laat ooploop.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) van hierdie artikel genoem word, moet op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voor die tydperk van verlof wat in subklousule (1) van hierdie artikel voorgeskryf word, opgeloopt het, moet, behoudens soos bepaal in die vierde voorbehoudsbepaling van subklousule (2) van hierdie artikel, by die beëindiging ten opsigte van elke volle maand diens van die tydperk van minder as een jaar, minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van die beëindiging ontvang het, betaal word.

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subklousule (1) van hierdie artikel geregig geword het en wie se dienskontrak voor die toestaan van die verlof eindig, moet by die beëindiging ten opsigte van daardie verlof die bedrag betaal word wat in subklousules (1) en (4) van hierdie artikel voorgeskryf word.

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

- met verlof kragtens subklousule (1) van hierdie artikel afwesig is;
 - verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
 - op las of op versoek van sy werkgewer van sy werk afwesig is;
 - kragtens klousule 8 met siekteverlof afwesig is;
- en dit moet beskou word asof dit begin op die datum waarop die werknemer by sy werkgewer in diens tree of, na gelang van die jongste datum, die datum waarop hy laas op jaarlikse verlof geregig geword het.

8. SIEKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID.

(1) Hierby word 'n fonds gestig wat bekend staan as die „Siektebystandsfonds van die Lekkergoednywerheid” (hieronder „die fonds” genoem). Alle bates en laste van die fondse ingestel by Goewermentskennisgewing No. 1172 van 17 Junie 1949, No. 1808 van 17 Julie 1951, No. 1916 van 28 Augustus 1953, en Goewermentskennisgewing No. 732 van 1 April 1955 word by die fonds geïnkorporeer.

(2) Die doel van die fonds is om gedurende tydperke van siekte, mediese, artsenykundige en siektebystand te verleen aan werknemers in die lekkergoednywerheid in die magistraatsdistrik Port Elizabeth, vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Die fonds word beheer deur die Raad wat reëls vir die administrasie van die fonds opstel, wysig of verander. Kopieë van die reglement en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet lede van die fonds word en in die volgende groepe ingedeel word:—

Groep 1.—Werknemers vir wie 'n basiese loon van minder as £2 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 2.—Werknemers vir wie 'n basiese loon van minstens £2, maar minder as £3 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 3.—Werknemers vir wie 'n basiese loon van minstens £3 maar minder as £4 per week, sonder lewenskostoelae, voorgeskryf is.

Groep 4.—Werknemers vir wie 'n basiese loon van minstens £4 per week, sonder lewenskostoelae, voorgeskryf is.

(5) (a) *Bydraes*.—Elke werkgewer moet op elke betaaldag van die loon van elke werknemer, uitgesonderd 'n vakleerling, onderstaande bedrae, hieronder bydraes genoem, aftrek:—

Groep 1: Die bedrag van 7d.

Groep 2: Die bedrag van 10d.

Groep 3: Die bedrag van 1s. 1d.

Groep 4: Die bedrag van 1s. 3d.

(b) By elke bydrae wat kragtens subklousule (a) hiervan gedoen word, moet die werkgewer 'n bedrag van 1s. 4d. voeg en die totale bedrag, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf, voor of op die 7de dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

(6) *Siektebesoldiging*.—(A) (i) Behoudens die bepalings van subklousule (8), is vir elke bydrae bystand van 8 uur aan die bydraer verskuldig tot 'n maksimum van 416 uur; met dien verstande dat wanneer die getal ure wat verskuldig geword het, deur siektebesoldiging ooreenkomstig hierdie artikel verminder word, die balans wat in die krediet van die bydraer oorbly, vir elke verdere bydrae met 8 uur vermeerder moet word totdat die maksimum van 416 uur bereik is.

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) of this section shall be paid on the last work day before the date of the commencement of such leave.

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

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

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

- absent on leave in terms of sub-clause (1) of this section;
- required to undergo training under the South Africa Defence Act, 1912;
- absent from work on the instructions of or at the request of his employer;
- absent on sick leave in terms of clause 8;

and shall be deemed to commence from the date the employee enters his employer's service or from the date on which he last became entitled to annual leave, whichever is the latter.

8. SWEET INDUSTRY SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the “Sweet Industry Sick Benefit Fund” (hereinafter referred to as “the fund”). The fund shall incorporate all assets and liabilities of the funds established under Government Notice No. 1172, dated 17th June, 1949, Government Notice No. 1808, dated 17th July, 1951, Government Notice No. 1916, dated 28th August, 1953, and Government Notice No. 732, dated 1st April, 1955.

(2) The object of the fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees in the Sweet Manufacturing Industry, in the Magisterial District of Port Elizabeth for whom wages are prescribed in this Agreement, during periods of illness.

(3) The fund shall be administered by the Council which shall make, amend and alter rules governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(4) All employees for whom wages are prescribed in this Agreement shall become members of the Fund and shall be classified in the following groups:—

Group 1.—Employees for whom a basic wage of less than £2 per week exclusive of cost of living allowance is prescribed.

Group 2.—Employees for whom a basic wage of not less than £2 but less than £3 per week exclusive of cost of living allowance is prescribed.

Group 3.—Employees for whom a basic wage of not less than £3 per week but less than £4 per week exclusive cost of living allowance is prescribed.

Group 4.—Employees for whom a basic wage of not less than £4 per week exclusive of cost of living allowance is prescribed.

(5) (a) *Contributions*.—Each employer shall on each pay day deduct from the wages of each employee, other than an apprentice, the following amounts, hereinafter referred to as contributions:—

Group 1: the sum of 7d.;

group 2: the sum of 10d.;

group 3: the sum of 1s. 1d.;

group 4: the sum of 1s. 3d.

(b) To each contribution made in terms of sub-clause (a) hereof the employer shall add an amount of 1s. 4d. and forward not later than the seventh day of the following month, the total sum, together with a statement in such form as the Council may from time to time prescribe, to the Secretary of the Council, P. O. Box 3051, Port Elizabeth.

(6) *Sick Pay*.—(A) (i) Subject to the provisions of sub-clause (8) for each contribution a benefit of 8 hours shall accrue to a contributor up to a maximum of 416 hours; provided that where the number of hours accrued is reduced by way of sick pay paid in terms of this section, the balance remaining to the credit of the contributor shall be increased by 8 hours for each further contribution until the maximum of 416 hours is reached.

(ii) Behoudens die bepalings van subartikel (10) (b), moet die Raad, wanneer hy van 'n werknemer 'n sertifikaat ontvang wat deur 'n mediese beampte deur die Raad aangestel, uitgereik is, met vermelding dat daardie werknemer weens siekte nie in staat is om te werk nie, aan daardie werknemer siektebesoldiging betaal vir die groep waarin hy laas bygedra het, en vir elke uur van afwesigheid gedurende die gewone week, met ingang van die derde werkdag na aanmelding by die mediese beampte, teen die volgende skale:—

- Groep 1: 6d. per uur;
- groep 2: 11d. per uur;
- groep 3: 1s. 3d. per uur;
- groep 4: 1s. 8d. per uur;

met dien verstande dat—

- (a) ingeval 'n werknemer vier agtereenvolgende werkdag van langer afwesig is, hy boonop siektebesoldiging ten opsigte van die getal werkdag wat gedurende die eerste drie dae van afwesigheid verloor is, moet ontvang;
 - (b) elke sertifikaat wat deur 'n mediese beampte uitgereik word, 'n geldigheidsduur van 7 dae van die datum van uitreiking af het; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, vir sodanige langer tyd as wat hy bepaal, die sertifikaat van een van die mediese beamptes wat deur die Raad aangestel is, kan aanvaar;
 - (c) geen besoldiging bo die getal ure wat kragtens subartikel (6) (A) (i) van hierdie artikel verskuldig geword het, betaal kan word nie;
 - (d) die uitdrukking „uur” 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) as hy nie weens siekte van die werk afwesig was nie;
- en met dien verstande voorts dat geen siektebystand soos volg betaal word nie—
- (e) aan 'n werknemer wie se siekte, ongesteldheid of kwaal na die Raad se mening toe te skryf is aan wangedrag of buitensporige gebruik van bedwelmende drank of verdovingsmiddels;
 - (f) ten opsigte van besoldigde vakansiedae soos in hierdie Ooreenkoms vasgestel, of ten opsigte van dié gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbesoldiging kragtens artikel 7 van hierdie Ooreenkoms ontvang het;
 - (g) vir enige siekte waarvoor 'n werknemer skadeloosstelling kragtens die Ongevallewet, 1941, ontvang;
 - (h) ten opsigte van bevallings gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, nl. dié tydperk waartydens 'n bydraer reg op bystand kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, het;
 - (i) vir enige tydperk wat 'n werknemer geregtig is op bystand ingevolge die Werkloosheidsversekeringswet, 1946, soos gewysig.

(iii) Elke werkgewer moet op of voor die 7de dag van elke maand 'n opgawe ten opsigte van die voorgaande kalendermaand in tweevoud by die Raad indien wat die volle name van die werknemers aantoon wat gedurende die voorgaande maand weens siekte van hul werk afwesig was asook hul groepe en die getal dae van afwesigheid.

(B) *Mediese en artsnykundige bystand.*—'n Werknemer het reg op—

- (i) algemene mediese behandeling deur een van die mediese beamptes wat deur die Raad aangestel is (hieronder die mediese beampte genoem) uitgesonderd vir bevallings;
- (ii) inspuittings, maar nie inenting en voorkomingsinspuittings wat deur die mediese beampte toegedien word nie;
- (iii) operasies en spesialisbehandeling op aanbeveling van die mediese beampte, tot 'n maksimum van £20 (twintig pond) gedurende enige enkele kalenderjaar met dien verstande dat dit nie behandeling insluit vir beserings wat voortspruit uit 'n werknemer se deelneming aan sport nie;
- (iv) voorrade medisyne, salwe, verbande en wasmiddels uit 'n apteek, deur die Raad aangestel, op magtiging van 'n voorskrif wat deur die mediese beampte geteken is.

Die koste van mediese behandeling en artsnykundige voorrade moet deur die Raad betaal word by aanbieding van bevredigende rekenings van die mediese beampte en apteker wat deur die Raad aangestel is.

(7) Daar word van elke werknemer vereis om 'n mediese ondersoek deur een van die mediese beamptes en 'n x-straal-ondersoek by die miniatuur-x-straalinstallasie wat by die Noord-einde-kliniek, Port Elizabeth, gevestig is, voor indiensneming in die nywerheid te ondergaan en van elke werknemer wat in die nywerheid in diens is, kan na goedgekenke van die Raad vereis word om een keer per jaar 'n x-straalondersoek by die miniatuur-x-straalinstallasie by die Noordeinde-kliniek te ondergaan.

(8) Geen bydraer is daarop geregtig om bystand kragtens subartikel (6) te ontvang voordat hy bydraes oor 'n tydperk van 13 weke betaal het nie en geen bystand is betaalbaar vanaf die dag waarop die bydraer die nywerheid verlaat nie. Wanneer 'n bydraer die volle bystand wat kragtens subartikel (6) (A) aan hom betaalbaar is, uitput, moet hy vir 'n verdere tydperk van 13 weke bydra voordat daardie werknemer reg het op enige verdere bystand.

(ii) Subject to the provisions of sub-section (10) (b) the Council shall on receipt from an employee of a certificate issued by a medical officer appointed by the Council certifying that such employee is incapable of working due to illness, pay to such employee sick pay for the group in which he last contributed, and for each hour of absence during the normal week beginning on the third working day after reporting to the medical officer, at the following rates:—

- Group 1: 6d. per hour;
- group 2: 11d. per hour;
- group 3: 1s. 3d. per hour;
- group 4: 1s. 8d. per hour.

provided that—

- (a) in the event of an employee being absent for four or more consecutive working days he shall in addition be paid sick pay in respect of the number of working hours lost during the first three days of absence;
- (b) each certificate issued by a medical officer shall have a currency of seven days from the date of issue; provided that the Council may, in the event of lengthy illness, accept the certificate of one of the medical officers appointed by the Council for such longer period as it may determine;
- (c) no payment in excess of the number of hours accrued in terms of sub-section (6) (A) (i) of this section shall be payable;
- (d) the term “hour” means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness;

and provided further that no sick pay benefits shall be paid—

- (e) to an employee whose illness, affliction or disease is in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;
- (f) in respect of paid holidays as specified in this Agreement or in respect of any portion of the annual leave for which an employee received holiday pay in terms of section 7 of this Agreement;
- (g) for any illness in respect of which an employee in receipt of compensation in terms of the Workmen's Compensation Act, 1941;
- (h) in respect of confinements during the period four weeks prior to, and eight weeks subsequent to, the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941;
- (i) for any period during which an employee is entitled to benefits in terms of the Unemployment Insurance Act, 1946, as amended.

(iii) Not later than the 7th day of each month every employer shall forward to the Council in respect of the preceding calendar month a statement, in duplicate, showing the full name of the employees who have been absent from work due to illness during the preceding months, their groups and the number of days absent.

(B) *Medical and Pharmaceutical Benefits.*—An employee shall be entitled to:—

- (i) General medical attention from one of the medical officers appointed by the Council (hereinafter styled the medical officer), except confinements;
- (ii) injections, excluding vaccination and preventative injection administered by the medical officer;
- (iii) operations and specialist treatment on the recommendation of the medical officer up to a maximum of £20 (twenty pounds) during any one calendar year, provided that this does not include treatment for injuries arising out of an employee's participation in sport;
- (iv) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacist appointed by the Council.

(7) Every employee shall be required to undergo a pre-employment medical examination by one of the medical officers and shall be required to be x-rayed at the miniature x-ray plant established at the North End Clinic, Port Elizabeth, prior to employment in the Industry, and every employee employed in the Industry may at the discretion of the Council be required to be x-rayed at the miniature x-ray plant at the North End Clinic, Port Elizabeth, once annually.

(8) No contributor shall be entitled to receive benefits in terms of sub-section (6) until he has contributed for a period of 13 weeks and no benefits shall be payable from the day the contributor leaves the Industry. In the event of a contributor exhausting the full benefit payable to him in terms of sub-section (6) (A), he shall contribute for a further period of 13 weeks, before such contributor shall be entitled to any further benefits.

(9) *Identifikasiekaarte.*—(a) Aan elke bydraer moet, nadat hy 13 weke bygedra het, 'n kaart uitgereik word in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

Hierdie kaart moet deur sy werkgever onderteken word en moet 'n sertifikaat van die werkgever bevat wat vermeld dat die werknemer 'n bydraer is en reg het op mediese en artsnykundige bystand kragtens die bepalings van die fonds.

Ondanks andersluidende bepalings in die Ooreenkoms het geen bydraer reg op mediese of artsnykundige bystand nie, tensy hy in besit is van 'n identifikasiekaart wat behoorlik onderteken en ingevul is ooreenkomstig hierdie subartikel en wat hy aan die mediese beampte of apteker wat deur die Raad aangestel is, voorlê, en geen mediese beampte of apteker kan aan 'n persoon mediese behandeling of artsnykundige produkte kragtens hierdie Ooreenkoms gee of uitreik nie, tensy sodanige persoon 'n identifikasiekaart soos in hierdie subartikel voorgeskryf, aan sodanige mediese beampte of apteker voorlê.

(b) Wanneer 'n bydraer sy identifikasiekaart verloor, moet hy by die Raad aansoek doen om uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 1s. daarvoor, soos deur die betrokke komitee vasgestel kan word.

(c) Wanneer 'n bydraer sy werkgever se diens verlaat, moet hy aan sy werkgever sy identifikasiekaart oorhandig en die werkgever moet dit onmiddellik aan die sekretaris van die Raad stuur.

(d) Ingeval die werknemer binne 'n tydperk van 13 weke bereken vanaf die datum van sy diensbeëindiging ander werk in die Lekkergoednywerheid kry, moet sy werkgever sonder versuim 'n nuwe kaart kragtens paragraaf (a) van hierdie subartikel aan hom uitreik.

(10) *Geldelike beheer.*—(a) Al die geld wat in die fonds inbetaal word, moet gestort word in 'n spesiale rekening wat op naam van die Siektetbystandfonds van die Lekkergoednywerheid by 'n bank wat deur die Raad goedgekeur is, geopen moet word.

(b) Bystand word gestaak wanneer die bedrag in die krediet van die fonds benede £100 daal en kan nie hervat word voordat die bedrag in die krediet van die fonds die som van £200 bereik het nie.

(c) Die Sekretaris moet so spoedig moontlik na 31 Desember van elke jaar 'n staat opstel wat die gelde wat ontvang is en die besonderhede van die uitgawes gedurende die 12 maande wat eindig op 31 Desember, aantoon. Sodanige staat moet vir ouditering voorgelê word aan 'n ouditeur wat deur die Raad aangestel is, en moet aan die Raad voorgelê word, saam met die ouditeur se verslag. Die geouditeerde staat en die ouditeur se verslag daaroor, moet vir insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

(d) Alle uitgawes wat in verband met die beheer van die fonds aangegaan word, vorm 'n las teen die fonds.

(e) Alle betalings wat deur die fonds gedoen word, moet geskied per tjek op die fonds se rekening getrek. Daardie tjeks moet geteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is.

(f) Alle geld wat na die Raad se mening 'n surplus bo die fonds se behoeftes vorm, kan by 'n bank of geregistreerde bougenootskap op deposito geplaas word; met dien verstande dat voldoende geld in 'n likwiede vorm gehou moet word om die fonds in staat te stel om onmiddellik op aanvraag sy verpligtings te kan nakom.

(g) Ingeval hierdie Ooreenkoms deur tydverloop of om enige ander oorsaak verstryk, moet die fonds steeds deur die Raad beheer word totdat die Ooreenkoms hernuwe word, of wanneer dit nie hernuwe word nie, totdat die fonds gelikwieder is.

(11) *Likwidaste.*—(a) Behoudens die bepalings van subklousule (10) (g) van hierdie klousule, moet die fonds gelikwieder word nadat enige ooreenkoms wat van krag is, verstryk het en nie binne ses maande na die datum van sodanige verstryking hernuwe is nie, of ingeval die Raad gederegistreer word en nadat enige ooreenkoms wat op die tydstop van die deregistrasie van krag is, verstryk het.

Alle geld wat in die krediet van die fonds oorbly na afhandeling van alle eise ten gunste van en teen die fonds, moet in die Algemene Fonds van die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, inbetaal word.

(b) Ingeval van die ontbinding van die Raad of ingeval die Raad ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van die Wet, moet lede van die Raad wat bestaan op die datum waarop die Raad ophou funksioneer of ontbind word, 'n bestuurskomitee vorm wat steeds die fonds moet administreer; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister uit werkgevers of, na gelang van die geval, werknemers in die nywerheid gevul kan word ten einde 'n gelyke getal werkgevers- en werknemersvertegenwoordigers en van plaasvervangers in die lidmaatskap van die komitee te verseker.

Ingeval die komitee nie in staat is nie of onwillig is om sy pligte na te kom, of wanneer 'n staking van stemme op die komitee ontstaan wat die beheer van die fonds, na die mening van die Minister, ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte na te kom en wat vir hierdie doeleindes alle bevoegdhede van die komitee moet besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee, of, na gelang van die geval, deur die kuratore gelikwieder word op die wyse wat in subartikel (a) van hierdie

(9) *Identification Cards.*—(a) Each contributor shall, after he has contributed for 13 weeks, be supplied with an identification card printed in such form as the Council may from time to time direct.

Such card shall be signed by his employer, and shall contain a certificate by the employer to the effect that the employee is a contributor and is entitled to medical and pharmaceutical benefits in terms of the fund.

Notwithstanding anything to the contrary contained in the Agreement, a contributor shall not be entitled to medical or pharmaceutical benefits, unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Council an identification card duly signed and completed in terms of this sub-section, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this sub-section.

(b) In the event of a contributor losing his identification card he shall make application to the Council for the issue of a duplicate card on payment of such fee not exceeding 1s. in respect thereof as the committee concerned may determine.

(c) Upon leaving the service of his employer, a contributor shall surrender his identification card to his employer who shall forthwith forward it to the Secretary of the Council.

(d) In the event of the employee obtaining further employment in the Sweet Manufacturing Industry within a period of 13 weeks, reckoned from the date of the termination of his employment, the employer shall forthwith issue him with a new card in terms of paragraph (a) of this sub-section.

(10) *Financial Control.*—(a) All moneys paid into the fund shall be deposited in a special account to be opened in the name of the "Sweet Industry Sick Fund" at a bank approved by the Council.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and shall not recommence until the amount standing to the credit of the fund has reached the sum of £200.

(c) The Secretary shall, as soon as possible, after 31st December each year, prepare a statement showing moneys received and details of expenditure during the 12 months ended 31st December. Such statement shall be submitted for audit to an auditor appointed by the Council and submitted to the Council together with the auditor's report. The audited statement and the auditor's report thereon shall lie for inspection at the head office of the Council and copies thereof shall be sent to the Secretary for Labour.

(d) All expenses incurred in the administration of the fund shall be a charge upon the fund.

(e) All payments by the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the fund's requirements may be placed on deposit with a bank or registered building society provided that sufficient money is kept in such liquid form as to enable the fund to meet its liabilities immediately it is called upon to do so.

(g) Should this Agreement expire through effluxion of time, or for any other reason, the fund shall continue to be administered by the Council until the Agreement is renewed or failing renewal until the fund is liquidated.

(11) *Liquidation.*—(a) Subject to the provisions of sub-clause (10) (g) of this clause, the fund shall be liquidated after any Agreement which is in operation has expired and has not been renewed within six months after date of such expiry, or in the event of the Council becoming de-registered, and any Agreement which is in operation at the time of such de-registration has expired.

All moneys remaining to the credit of the fund after disposal of all claims in favour of and against the fund shall be paid into the General Funds of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, members of the Council existing at the date on which the Council ceased to function or is dissolved, shall constitute a management committee which shall continue to administer the fund; provided, however, that any vacancy occurring on the committee may be filled by the Minister from the employers or the employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee.

In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in the sub-section (a) of this sub-section, and if upon

subartikel uiteengesit word en wanneer die Raad se sake by sodanige verstryking reeds afgesluit en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad gevorm het.

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, Goede Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Gelofte dag en Kersdag, en moet ten opsigte van elke sodanige dag minstens 'n weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

Ingeval enige van die openbare vakansiedae hierbo genoem, op 'n Saterdag val, moet 'n werknemer ten opsigte van sodanige dag, benewens sy gewone weekloon, 'n bedrag betaal word van minstens die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, met uitsondering van 'n los arbeider, ook al op Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Gelofte dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens 'n weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié weekloon gedeel deur 44.

(b) Wanneer 'n los arbeider ook al op Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Gelofte dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon vir 'n los arbeider in klousule 4 (1) voorgeskryf, betaal, plus vir elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur agt.

(c) Ingeval 'n vakansiedag met besoldiging op 'n ander dag as 'n werkdag val, moet die werkgever aan elkeen van sy werknemers 'n volle dag se besoldiging in plaas van daardie vakansiedag betaal.

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

(a) minstens die weekloon, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½, betaal; of

(b) minstens 1½ maal die weekloon, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 44, betaal vir elke uur of gedeelte van 'n uur aldus gewerk en hom binnê sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal.

(4) *Los arbeider.*—Wanneer 'n los arbeider ook al op Sondag werk, moet sy werkgever hom minstens dubbel die loon in klousule 4 (1) vir 'n los arbeider voorgeskryf, gedeel deur agt, betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag geen—

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

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

(c) algemene werker teen 'n loon van minder as £2. 5s. per week in diens neem nie, tensy hy een algemene werker teen 'n loon van minstens £2. 5s. per week in diens het;

en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker mag hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, en vir elke algemene werker wat minstens £2. 5s. per week ontvang, hoogstens een algemene werker teen minder as £2. 5s. per week in diens geneem word; met dien verstande dat—

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

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

11. AANSPORINGSWERK.

(1) 'n Aansporingsloonskema kan in enige inrigting by onderlinge ooreenkoms tussen die bestuur en die betrokke werknemers in werking gestel word.

(2) Die werknemers het die reg om 'n beampte van 'n vakvereniging in te roep om by die ontwerp van sodanige skema behulpsaam te wees.

such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the General Funds of the Council.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a night watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day not less than a weekly wage prescribed in clause 4 (1) for an employee of his class divided by five; provided that an employee may be required to work on any such day.

In the event of any of the public holidays referred to above falling on a Saturday, an employee shall be paid in respect of such day in addition to his normal weekly remuneration an amount not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by five.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual labourer works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than a weekly wage prescribed in clause 4 (1) for an employee of his class divided by five, plus in respect of each hour or part of any hour so worked such weekly wage divided by 44.

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

(c) In the event of any paid holiday falling on a day other than a working day the employer shall pay to each of his employees a full day's remuneration in lieu of such holiday;

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

(a) not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by 2½; or

(b) not less than one and a half times the weekly wage prescribed in clause 4 (1) for an employee of his class divided by 44 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 wage prescribed in clause 4 (1) for an employee of his class divided by five.

(4) *Casual Labourer.*—Whenever a casual labourer works on Sunday his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual labourer, divided by eight, for each hour or part of an hour so worked.

10. PROPORTION OR RATIO.

(1) An employee shall not employ—

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

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

(c) a general worker at a wage of less than two pounds five shillings per week, unless he has in his employ one general worker at a wage of not less than two pounds five shillings per week;

and for qualified clerical employee or sweetmaker, not more than one unqualified clerical employee or sweetmaker, respectively and for each general worker receiving not less than two pounds five shillings per week not more than one general worker at less than two pounds five shillings per week may be employed; provided that—

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

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

11. INCENTIVE WORK.

(1) A wage incentive scheme may be worked in any establishment by mutual agreement between the management and the employees concerned.

(2) The employees shall have the right to call in an official of a trade union to assist in drawing up any such scheme.

(3) Die aansporingsloonskema moet aan die werknemers die minimum voorgeskrewe loon waarborg en 'n werker van gemiddelde bekwaamheid in staat stel om minstens 20 persent meer as die voorgeskrewe loon te verdien.

(4) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur, beamptes van die vakvereniging en die werknemers instel.

(5) Die bepaling van enige sodanige aansporingskema en enige daaropvolgende verandering daaraan, waaroor die komitee ooreenkom, moet op skrif gestel en deur die lede van die komitee onderteken word. Sodanige skema moet deur die Nywerheidsraad goedgekeur word en mag nie deur die komitee gewysig of deur enige van die partye beëindig word nie, tensy die party wat die ooreenkoms wil wysig of beëindig, een maand skriftelik kennis gee. Geen verandering mag sonder die goedkeuring van die Nywerheidsraad aangebring word nie.

(6) „Taakwerk” beteken enige stelsel van werk waarvolgens 'n minimum hoeveelheid of omvang van werk wat in 'n bepaalde tyd verrig moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(7) „Stukwerk” beteken enige stelsel van werk waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik volgens die hoeveelheid of omvang van die verrigte werk bereken word, ongeag die tyd aan sodanige werk bestee.

(8) *Verbod op taakwerk en stukwerk.*—Geen werkgewer of sy verteenwoordiger kan van enigen van sy werknemers vereis of hom toelaat om taakwerk of stukwerk te verrig nie.

12. LOGBOEK.

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

Daaglikse log.

Naam van werkgewer.....
Naam van drywer.....
Tyd waarop werk begin het.....vm./nm.
Tyd waarop werk gestaak is.....vm./nm.
Getal gewone ure gewerk.....
Getal oortydure gewerk.....
Etenstye van.....vm./nm.vm./nm.
Onklaarrakings, ongelukke en/of ander vertragsins.....

Handtekening van drywer.

(2) Elke drywer aan wie die logboek wat in subklousule (1) van hierdie artikel voorgeskryf word, verskaf is, moet, tensy hy deur siekte of ander onvermydelike oorsaak verhinder word, die daaglikse log ten opsigte van elke dag se werk in tweevoud invul en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgewer oorhandig.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log vir 'n tydperk van drie jaar hou na die datum waarop dit ingevul is.

13. OORPAKKE.

(1) 'n Werkgewer moet oorpakke kosteloos aan elkeen van sy werknemers verskaf, of in plaas daarvan aan elke werknemer een maal in elke drie maande die som van 8s. 6d. vir die aankoop van oorpakke betaal en dit bly die werkgewer se eiendom.

(2) Alle oorpakke moet op koste van die werkgewer gewas en gestryk word.

(3) Die bepaling van hierdie klousule is nie op 'n klerklike werknemer of op 'n reisiger van toepassing nie.

14. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgewer mag geen persoon onder vyftien jaar in diens hê nie.

15. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los arbeider, aan sodanige werknemer 'n dienssertifikaat uitreik wat die name van die werkgewer en werknemer voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van beëindiging vermeld en 'n afskrif van sodanige sertifikaat aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los arbeider, moet minstens een week skriftelike opsegging vir die beëindiging van die dienskontrak gee, of die werkgewer kan die dienskontrak sonder opsegging beëindig deur aan die werknemer in plaas daarvan minstens die weekloon te betaal wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat dit nie onderstaande raak nie:—

(a) 'n Werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig om enige rede wat by wet as voldoende erken word.

(3) Any wage incentive scheme shall guarantee the employees the minimum prescribed wage and shall enable the worker of average ability to earn at least 20 per cent in excess of the prescribed wage.

(4) An employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management, officials of the trade union, and the employees.

(5) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee. The Industrial Council shall approve such scheme which shall not be varied by the Committee or terminated by either parties unless the party wishing to vary or terminate the agreement shall give in writing one month's notice. No alteration shall be effected without the approval of the Industrial Council.

(6) "Taskwork" means any system of work under which a minimum quantity or output of work to be done in a specified time, is fixed as a condition for the payment of wages prescribed in clause 4 of this Agreement.

(7) "Piecework" means any system of work under which the minimum wages to which an employee is entitled is calculated solely on the quantity of output of work done, irrespective of the time spent on such work.

(8) *Prohibition of Taskwork and Piecework.*—No employer or his representative shall require or permit any of his employees to perform taskwork or piecework.

12. Log Book.

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

Daily Log.

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

Signature of driver.

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

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

13. OVERALLS.

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

(2) All overalls shall be laundered at the expense of the employer.

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

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

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

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a casual labourer, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of the employment, the dates of commencement and termination of contract and the rate of remuneration at the date of such termination and shall forward a copy of such certificate to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual labourer, shall give not less than one week's notice in writing of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying to the employee in lieu thereof not less than the weekly wage which the employee was receiving immediately before the date of such termination; provided that this shall not effect—

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

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n termyn van opsegging van gelyke duur vir albei partye en vir langer as een week.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoud van subklousule (1) van hierdie artikel aangegaan is, is die betaling in plaas van opsegging in verhouding tot die termyn van opsegging waarvoor ooreengekom is.

(3) Onderworpe aan die bepalings van subklousule (1) (a) moet 'n werknemer wie se dienskontrak beëindig word terwyl hy op korttyd in diens is, minstens sy gewone weeklikse loon betaal word, afgesien van die werklike getal gewone ure wat hy gewerk het.

(4) Die opsegging wat in subklousule (1) van hierdie artikel gemeld word, word van krag op die gewone betaaldag van die werknemer; met dien verstande dat sodanige opsegging nie gedurende die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig klousule 7 of met siekteverlof ooreenkomstig klousule 8 gegee mag word nie.

17. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vroulike werknemer toegelaat mag word om soos volg te werk nie:—

- (i) Tussen 6-uur nm. en 6-uur vm.;
- (ii) na 1-uur nm. op meer as vyf dae in 'n week;

uitgesonderd met die doel om werk te doen—

- (a) wat deur nood vereis word; of
- (b) wat nodig is om die verlies te voorkom van grondstowwe wat bewerk word en wat aan vinnige ontbinding onderhewig is.

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

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

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

18. UITGAWES VAN DIE RAAD.

Ten einde die Raad se uitgawes te bestry, moet elke werkgewer 2d. per week van die verdienste van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag op of voor die 7de dag van elke maand, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

19. TOEPASSING VAN OOREENKOMS.

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

20. AGENTE.

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

21. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

By indiensneming moet voorrang verleen word aan lede van die vakvereniging.

22. ORGANISÉER VAN WERKNEMERS.

Elke werkgewer moet enige persoon of persone wat deur die vakvereniging daartoe gemagtig is, toelaat om sy inrigting gedurende die middagetuursuur te besoek ten einde—

- (a) werknemers oor vakverenigingsake te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak en te versprei.

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

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

(3) Subject to the provisions of sub-clause (1) (a), an employee whose contract of employment is terminated while he is employed on short time, shall be paid not less than his ordinary weekly wage irrespective of the actual number of ordinary hours worked.

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

17. EXEMPTION.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person; provided that no female employee may be permitted to work—

- (i) between 6 o'clock p.m. and 6 o'clock a.m.;
- (ii) after 1 o'clock p.m. on more than five days in any week; except for purposes 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 persons granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, and after one week's notice, in writing, has been given to the persons concerned, withdraw any exemption, whether or not the period for which the exemption was granted has expired.

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

- (a) the full name of the person concerned;
 - (b) the period during which the exemption shall operate;
 - (c) the provisions of the Agreement from which exemption is granted;
 - (d) the conditions subject to which exemption is granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences of exemption issued;
 - (b) retain a copy of each such licence and forward a copy to the Divisional Inspector of Labour, Port Elizabeth;
 - (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 2d. per week from the earnings of each of his employees for whom minimum wages are prescribed in this Agreement. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the 7th day of each month.

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EMPLOYMENT OF MEMBERS.

Preferential treatment in the matter of employment shall be given to members of the trade union.

22. ORGANISATION OF EMPLOYEES.

Every employer shall permit any person or persons authorised by the Trade Union to enter his establishment during the lunch interval for the purpose of—

- (a) interviewing employees on Trade Union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by the Trade Union.

23. VAKVERENIGINGLEDIGELD.

Op die skriftelike versoek deur 'n werknemer moet 'n werk-gewer van die loon van dié werknemer die bedrag van die werk-nemer se vakverenigingledegeld aftrek en dit aan die beampte oorhandig wat deur die vakvereniging aangestel is om dit te ontvang.

24. VERTONING VAN OOREENKOMS.

Elke werk-gewer moet in of op die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in albei ampte-like tale opklak en opgeplak hou.

Namens die partye as hulle gemagtigdes op hede die 23ste dag van Oktober 1956 in Port Elizabeth onderteken.

H. H. BERNSTEIN,
Voorsitter van die Raad.

C. M. S. GELVAN,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

23. TRADE UNION SUBSCRIPTIONS.

Upon being requested in writing by an employee to do so an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and hand it to the official appointed by the trade union to receive it.

24. EXHIBITION OF AGREEMENT.

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

Signed at Port Elizabeth as authorised for and on behalf of the parties on this 23rd day of October, 1956.

H. H. BERNSTEIN,
Chairman of the Council.

C. M. S. GELVAN,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

No. 1056.] [12 Julie 1957.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekker-goednywerheid, Port Elizabeth, gepubliseer by Goewermentskennisgewing No. 1055 van 12 Julie 1957 vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

No. 1056.] [12 July 1957.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

I, PAUL OLIVER SAUER, Acting 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 Sweet Manufacturing Industry, Port Elizabeth, published under Government Notice No. 1055 of the 12th July, 1957, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.



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