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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 707.] [8 May 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

BAKING AND/OR CONFECTIONERY INDUSTRY, WITWATERSRAND.—ARBITRATION AWARD.

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

- (a) in terms of paragraph (b) of sub-section (1) of section *forty-eight* as applied by sub-section (12) of section *forty-nine* of the Industrial Conciliation Act, 1956, declare that the provisions contained in clauses 3 to 16 (inclusive) and 18 of the Award appearing in the Schedule hereto which relates to the Baking and/or Confectionery Industry, and which is binding upon the employers and employees referred to in clause 1 thereof, shall be binding from the date of publication of this notice upon all other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Roodepoort, Randfontein and Springs;
- (b) in terms of paragraph (a) of sub-section (3) of section *forty-eight* as applied by sub-section (12) of section *forty-nine* of the said Act, declare that in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Roodepoort, Randfontein and Springs, the provisions contained in clauses 3 to 5 (excluding the provision contained in clause 5 relating to deductions in respect of subscriptions to or levies by a trade union) and 6 to 16 (inclusive) of the said Award, shall *mutatis mutandis* be binding from the date of publication of this notice 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.

J. DE KLERK,
Minister of Labour.

ARBITRATION AWARD FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY, WITWATERSRAND.

AWARD

in the dispute between Witwatersrand Baking Employees' Association (hereinafter referred to as the "trade union") of the one part, and Witwatersrand Master Bakers' Association (hereinafter referred to as the "employers organisation") of the other part.

1. AREA AND SCOPE OF APPLICATION OF AWARD.

The terms of this Award shall apply to and be observed by all employers and employees for whom wages are prescribed herein in the Baking and/or Confectionery Industry who are members of the employers' organisation and the trade union in the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort and Springs.

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 707.] [8 Mei 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

BROODBAK EN/OF BANKETBAKNYWERHEID, WITWATERSRAND.—ARBITRASIETOEKENNING.

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

- (a) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* soos toegepas by subartikel (12) van artikel *nege-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat die bepalings vervat in klousules 3 tot en met 16 en 18 van die Toekenning wat in die Bylae hiervan verskyn en wat op die Broodbak en/of Banketbaknywerheid betrekking het en vir die in klousule 1 daarvan bedoelde werkgewers en werknemers bindend is, vanaf die datum van publikasie van hierdie kennisgewing bindend is vir alle ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Roodepoort, Randfontein en Springs;
- (b) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* soos toegepas by subartikel (12) van artikel *nege-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot 5 (uitgesonderd die bepaling vervat in klousule 5 met betrekking tot aftrekkings ten opsigte van bydraes tot of heffings van die vakunie) en 6 tot en met 16 van genoemde Toekenning vanaf die datum van publikasie van hierdie kennisgewing in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Roodepoort, Randfontein en Springs, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

ARBITRASIETOEKENNING VIR DIE BAK EN/OF BANKETBAKNYWERHEID, WITWATERSRAND.

TOEKENNING

in die geskil tussen Witwatersrand Baking Employees' Association (hieronder die vakvereniging genoem) aan die een kant, en Witwatersrand Master Bakers' Association (hieronder die „werknemersorganisasie” genoem), aan die ander kant.

1. GEBIED EN BESTEK VAN TOEPASSING VAN TOEKENNING.

Hierdie toekenning is van toepassing op alle werkgewers en werknemers in die Bak en/of Banketbaknywerheid vir wie lone hierin voorgeskryf word en wat lede is van die werkgewers-organisasie en die vakvereniging in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort en Springs.

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2. DATE OF APPLICATION OF AWARD.

Clauses 1, 7, 8, 9 and 10 (1), (2) and (4) of this Award shall come into operation as and from the 22nd June, 1958, and the remainder of the Award from 15th September, 1958.

3. DEFINITIONS

(1) Any expressions used in this Award which are defined in the Industrial Conciliation Act, shall have the same meaning as in that Act, and any reference to an Act, shall include any amendment to such Act, further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“apprentice” means an employee bound by a contract of apprenticeship registered or deemed to be registered under the Apprenticeship Act, 1944, as amended;

“baker” means an employee who—

(a) under a written contract of apprenticeship has served not less than four years' apprenticeship in the making of bread, or

(b) has had not less than four years' experience without a written contract of apprenticeship, and who is employed in the baking and making of bread and who supervises employees engaged in performing one or more of the following operations and who may perform any or all of these operations:—

- (i) mixing ingredients and making dough;
- (ii) cutting back or knocking back dough;
- (iii) scaling, moulding, plaiting or shaping loaves;
- (iv) putting bread into or withdrawing bread from peel ovens;
- (v) removing bread from ovens other than peel ovens;
- (vi) regulating the temperature of ovens;

“bakers' assistant” means an employee other than a baker, labourer or apprentice who, under the supervision of a foreman baker or a baker, is engaged in—

(a) mixing ingredients and making dough; or

(b) performing any of the operations set out in items (ii) to (vi) inclusive, in the definition of “baker”;

“baker's shop” means a shop attached to and forming part of the building of the bakery from which any articles manufactured by the baker or confectioner are sold;

“baking” means the making or mixing of dough by hand or machine and/or the making or baking of dough or bread;

“Baking and/or Confectionery Industry” means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale and includes the distribution by such employers of bread or confectionery or both and further includes all operations incidental to or consequent on any of the aforementioned activities;

“bread” without limiting its ordinary meaning, includes buns, rolls and fancy bread;

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

“clerical employee” means an employee, other than a storeman or inspector who is engaged in writing, typing or any other form of clerical work and includes a telephone operator;

“clerical employee, male, qualified” means a male clerical employee who has had not less than four years' experience;

“clerical employee, male, unqualified” means a male clerical employee who has had less than four years' experience;

“clerical employee, female, qualified” means a female clerical employee who has had not less than three years' experience;

“clerical employee, female, unqualified” means a female clerical employee who has had less than three years' experience;

“confectioner” means an employee who—

(a) under a written contract of apprenticeship, has served not less than four years' apprenticeship in the making of confectionery; or

(b) has had not less than four years' experience without a written contract of apprenticeship,

and who is engaged in the making of confectionery and, who supervises employees engaged in performing one or more of the following operations and who may perform any or all of these operations:—

- (i) Weighing, measuring and mixing ingredients used in making confectionery;
- (ii) scaling off the resultant mixture and placing it in pans or receptacles for cooking;
- (iii) placing confectionery in and drawing confectionery from peel ovens;
- (iv) removing confectionery from ovens other than peel ovens;
- (v) icing, filling and finishing confectionery;

“confectioner's assistant” means an employee other than a confectioner, labourer or apprentice who, under the supervision of a foreman confectioner or a confectioner, is engaged in—

(a) minding any machine used in the making of confectionery; or

(b) performing any of the operations set out in items (i) to (v) inclusive, in the definition of “confectioner”;

2. DATUM VAN TOEPASSING VAN TOEKENNING.

Klousules 1, 7, 8, 9 en 10 (1), (2) en (4) van hierdie toekenning tree in werking met ingang van 22 Junie 1958 en die res van die toekenning vanaf 15 September 1958.

3. WOORDOMSKRYWINGS.

1. Enige uitdrukking in hierdie toekenning wat in die Wet op Nywerheidsversoenning omskryf is, het dieselfde betekenis as in dié Wet, en enige verwysing na 'n wet, sluit enige wysiging van sodanige wet in. Voorts, tensy teenstrydig met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoenning, 1956;

„vakleerling”, 'n werknemer wat gebind word deur 'n vakleerlingskapkontrak wat geregistreer is of as geregistreer beskou word kragtens die Wet op Vakleerlinge, 1944, soos gewysig;

„bakker”, 'n werknemer wat—

(a) onder 'n skriftelike vakleerlingskapkontrak minstens vier jaar vakleerlingskap uitgedien het in die maak van brood, of—

(b) minstens vier jaar ondervinding opgedoen het sonder 'n skriftelike vakleerlingskapkontrak, en wat brood bak en maak en toesig hou oor werknemers wat een of meer van die volgende werksaamhede verrig en wat enigeen of almal van hierdie werksaamhede kan uitvoer—

- (i) bestanddele meng en deeg maak;
- (ii) deeg terugsnij of terugslaan;
- (iii) brode weeg, vorm, vleg of fatsoeneer;
- (iv) brood insit, in-of uithaal uit bakkersgraafonde;
- (v) brood uit oonde, uitgesonderd bakkersgraafonde, uithaal;
- (vi) die temperatuur van oonde beheer;

„bakkersassistent”, 'n werknemer, uitgesonderd 'n bakker, arbeider of vakleerling wat, onder toesig van 'n voorman-bakker of 'n bakker—

(a) bestanddele meng en die deeg maak, of—

(b) enige van die werksaamhede verrig wat in items (ii) tot en met (vi), in die woordomskrif van „bakker” uiteengesit word;

„bakkerswinkel”, 'n winkel wat vas is aan en deel vorm van die bakkerijgebou waaruit enige artikels, vervaardig deur die bakker of banketbakker, verkoop word;

„bak”, die maak of meng van deeg met die hand of 'n masjien en/of die maak of bak van deeg of brood;

„Bak en/of Banketbaknywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is om brood en/of banket te maak of te vervaardig om te verkoop, en omvat die distribusie deur dié werkgewers van brood of banket of albei en sluit verder alle werksaamhede in wat voortvloei uit of die gevolg is van bogenoemde werksaamhede;

„brood”, sonder om die gewone betekenis te beperk, ook bolletjies, ronde broodjies en luukse brood;

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

„klerklike werknemer”, 'n werknemer, uitgesonderd 'n stoorman of inspekteur wat skryfwerk, tikwerk of ander vorms van klerklike werk verrig, en omvat 'n telefonis;

„klerklike werknemer, manlik, gekwalifiseer”, 'n manlike klerklike werknemer met minstens vier jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer”, 'n manlike klerklike werknemer met minder as vier jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer”, 'n vroulike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer”, 'n vroulike klerklike werknemer met minder as drie jaar ondervinding;

„banketbakker”, 'n werknemer wat—

(a) onder 'n skriftelike vakleerlingskapkontrak minstens vier jaar vakleerlingskap uitgedien het in die maak van banket; of—

(b) minstens vier jaar ondervinding het sonder 'n skriftelike vakleerlingskapkontrak,—

en wat banket maak en toesig hou oor werknemers wat een of meer van die volgende werksaamhede verrig en wat enigeen of almal van die volgende werksaamhede kan verrig—

- (i) bestanddele nodig vir die maak van banket weeg, meet en meng;
- (ii) die verkreeë mengsel afskep en dit in panne of houers waarin dit gekook moet word, plaas;
- (iii) banket in 'n bakkersgraafond insit of dit daaruit haal;
- (iv) banket uit oonde uithaal, uitgesonderd uit bakkersgraafonde;
- (v) banket versuiker, opvul en afwerk;

„banketbakkersassistent”, 'n werknemer, uitgesonderd 'n banketbakker, arbeider of vakleerling, wat onder toesig van 'n opsigter of 'n voorman-banketbakker of 'n banketbakker—

(a) enige masjien wat gebruik word by die maak van banket, bedienen;

(b) enige van die werksaamhede verrig wat in punte (i) tot en met (v) in die woordomskrif van „banketbakker”, genoem word;

"confectionery", without limiting its ordinary meaning, includes rolls, kitkes, cakes, pastries, rusks, pies, pastries, sausage rolls, scones and yeast-raised goods other than bread; "delivery employee" means an employee, other than a driver, employed in an establishment or baker's shop who delivers bread and/or confectionery on foot or by means of a non-mechanically propelled vehicle or any type of mechanically propelled two or three wheeled cycle and who may collect cash in the case of c.o.d. sales and accept written orders but who does not sell bread or confectionery or canvass for orders;

"dough" means the product of the admixture by hand and/or machine of one or more of any of the ingredients used in the production of bread;

"driver" means an employee who drives a vehicle with an unladen weight exceeding 750 lb. used as a van and who may deliver contract bread to Mining Companies, Hospitals, Municipalities and the South African Railways Administration and/or deliver goods to the South African Railways Administration for despatch, and/or deliver bread and/or confectionery to a vanman on his round, and/or assist a vanman in his duties and/or deliver made-up orders and/or deliver compound bread to municipal, mine or other compounds;

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

"establishment" means any premises in which one or more employees are engaged in making bread and/or confectionery for sale, including any operations incidental to the making, distribution and sale thereof from such premises;

"experience" means in relation to a clerical employee or a shop assistant the total period or periods of employment which such employee has had as a clerical employee or a shop assistant, respectively, and in relation to other employees the total period or periods of employment which an employee has had in the making of bread and/or confectionery;

"foreman baker and/or confectioner" means a baker and/or confectioner who is in control of a shift engaged in making bread and/or confectionery;

"hourly wage" means the weekly wage payable to an employee in respect of the ordinary hours of work, divided by the number of ordinary working hours prescribed in clause 6 (1) of this Award;

"inspector" means an employee who acts as an overseer or supervisor of one or more vanmen of an establishment;

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

- (a) Carrying or stacking materials, utensils or flour;
- (b) cleaning workshops, premises, animals or vehicles, engines and parts of machinery, implements and tools or other articles;
- (c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, utensils, flues, smoke stacks or soot boxes;
- (d) carrying or feeding fuel to furnaces of ovens or steam boilers, or removing ashes;
- (e) loading or unloading goods on or from vehicles;
- (f) cleaning, sorting, cracking or grinding nuts;
- (g) cleaning and/or stoning fruit;
- (h) cracking eggs, cutting up meat by hand and/or operating a mincing machine;
- (i) wrapping individual articles and/or carrying or packing them into trays or other containers and closing same, labelling tins, boxes or bread;
- (j) minding an animal-drawn van;
- (k) making tea or similar beverages;
- (l) lime-washing latrines, outbuildings or native compounds;
- (m) laundering of protective clothing;
- (n) filling petrol tanks, draining and filling oil sumps, oiling and greasing motor and other vehicles, pumping air, changing tyres, repairing punctures in inner tubes, using a jack or hoist to raise or lower vehicles, holding parts, materials and/or tools and, under the supervision of a mechanic, placing parts and materials into position;
- (o) cleaning, oiling, or greasing machinery, including overhead shafting, and applying belt dressing;
- (p) assembling wooden boxes in which bread and/or confectionery is packed;
- (q) removing paint from (other than by means of a blow-lamp) and cleaning vans in preparation for painting;
- (r) feeding tins to ovens other than peel ovens.

For the purpose of this definition the words "carrying materials" shall include feeding dough into a machine but shall not include receiving dough from a machine or otherwise handling dough; and the expression "cracking eggs" shall not include separating the white of the eggs from the yolks;

"made-up orders" means orders placed directly with an establishment by a customer in person or by telephone or note and delivered by the establishment as a complete unit;

"packer" means an employee who is in charge of the receiving, checking, assembling and packing of bread and/or confectionery for despatch or delivery from an establishment, including the weighing and addressing of parcels and the writing of rail notes but does not include an employee engaged in wrapping individual articles or packing them into trays or other containers;

"banket", sonder om die gewone betekenis te beperk, ook ronde broodjies, kitkes, koek, gebak, beskuit, pastei, vleis-pastei, worsrolletjies, botterbroodjies en goedere wat met gis berei is, uitgesonderd brood;

"aflerewingswerknemer", 'n werknemer, uitgesonderd 'n drywer in diens van 'n inrigting of 'n bakkerswinkel wat brood en/of banket te voet of met 'n nie-meganiesaaangedrewe voertuig of enige tipe meganiesaaangedrewe twee- of driewiel-fiets aflerew en wat die kontant vir k.b.a.-bestellings kan invorder en skriftelike bestellings ontvang, maar wat nie brood of banket verkoop of bestellings werf nie;

"deeg", die produk van die hand- en/of masjienmengsel of een of meer van enige van die bestanddele wat gebruik word by die vervaardiging van brood;

"drywer", 'n werknemer wat 'n voertuig dryf met 'n leëgewig van meer as 750 lb. en wat gebruik word vir 'n bestelwa en wat brood onder kontrak aan mynmaatskappye, hospitale, munisipaliteite en die Suid-Afrikaanse Spoorwegadministrasie kan aflerew en/of goedere aan die Suid-Afrikaanse Spoorwegadministrasie vir versending kan aflerew en/of brood en/of banket aan 'n bestelwaman op sy rondes kan aflerew, en/of 'n bestelwaman kan bystaan in sy pligte en/of opge-maakte bestellings kan aflerew en/of kampongbrood aan munisipale, myn- of ander kampongs kan aflerew;

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

"inrigting", enige perseel waar een of meer werknemers brood en/of banket vir verkoop maak, met inbegrip van enige werksaamhede voortvloeiende uit die maak, verspreiding en verkoop daarvan vanaf sodanige perseel;

"ondervinding", met betrekking tot 'n klerklike werknemer of 'n winkelassistent, die totale tydperk of tydperke waarin sodanige werknemer in diens was as onderskeidelik 'n klerklike werknemer of 'n winkelassistent, en met betrekking tot ander werknemers, die totale tydperk of tydperke diens wat 'n werknemer gehad het in die maak van brood en/of banket;

"voorman-bakker en/of voorman-banketbakker" 'n bakker en/of 'n banketbakker wat in beheer is van 'n skof wat brood en/of banket maak;

"uurloon", die weeklikse loon aan 'n werknemer verskuldig ten opsigte van die gewone werkure, gedeel deur die getal gewone werkure voorgeskryf in klousule 6 (1) van hierdie toekenning;

"inspekteur", 'n werknemer wat optree as 'n opsigter oor een of meer bestelwamane van 'n inrigting;

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

- (a) Materiaal, gerei of meel dra of opstapel;
- (b) werkplekke, persele, diere of voertuie, enjins en dele van masjinerie, implemente en gereedskap of ander artikels skoonmaak;
- (c) bakke, panne, kiste, blikke, gerei, skoorsteenkanale, skoorsteenpype of roetvangsers met vet smeer of vir gebruik gereedmaak, was of skoonmaak;
- (d) brandstof na vure in oonde of stoomketels dra of aan vure voer, of as verwyder;
- (e) goedere op voertuie laai of van voertuie affaai;
- (f) neut skoonmaak, sorteer, kraak of maal;
- (g) vrugte skoonmaak en/of pitte uithaal;
- (h) eiers breek, vleis met die hand sny en/of 'n vleismul bedien;
- (i) afsonderlike artikels indraai en/of dra of dit in bakke of ander houers pak en dit toemaak, blikke, kassies of brood etiketter;
- (j) 'n dierebestelwa versorg;
- (k) tee of soortgelyke drankte maak;
- (l) latrines, buitegeboue of Naturellekampongs witkalk;
- (m) beskermende klere was;
- (n) brandstoftanks vul, oliepompe leegtap en vul; motors en ander voertuie olie en smeer, binnebande oppomp, buitebande omruil, lekke in binnebande herstel, 'n domkrag of hyser gebruik om voertuie op te lig en te laat sak, onderdele, materiale en/of gereedskap vas-hou, en onder toesig van 'n werktuigkundige, onderdele en materiaal in posisie plaas;
- (o) masjinerie, met inbegrip van bo-aste, skoonmaak, olie of smeer en dryfbandsmiddels aanwend;
- (p) houtkiste waarin brood en/of banket gepak word, in-mekaarsit;
- (q) verf van bestelwaens verwyder (anders as deur middel van 'n blaaslamp) en bestelwaens skoonmaak ter voorbereiding vir verf;
- (r) blikke in oonde, uitgesonderd bakkersgraafonde, insit.

Vir die toepassing van hierdie woordomskrifing omvat die woorde "materiaal dra" die insit van deeg in 'n masjien, maar nie die uithaal van deeg uit 'n masjien of ander hantering van deeg nie; en die uitdrukking "eiers breek" omvat nie die skeiding van die wit van die eier van die geel nie;

"opgemaakte bestellings", bestellings direk deur 'n klant persoonlik of telefonies of met 'n briefie by die inrigting geplaas en deur die inrigting as 'n volledige eenheid afgelewer; "verpakker", 'n werknemer in beheer van die ontvang, natel, bemekeer, verpak van brood en/of banket vir versending of aflerewing uit 'n inrigting, met inbegrip van die weeg en adresseer van pakkette en die uitskrif van spoor-vragbriewe, maar omvat nie 'n werknemer wat afsonderlike goedere indraai of hulle in bakke of ander houers verpak nie;

"packer's assistant" means an employee, other than a labourer who, under the supervision of a packer, is engaged in assisting him in all or any of his duties;

"shift" means a body of employees working a consecutive period of not less than two hours in any part of an establishment;

"shop assistant" means an employee engaged in the selling of goods over the counter of a baker's shop;

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

"shop assistant, male, unqualified" means a male shop assistant who has had less than four years' experience;

"shop assistant, female, qualified" means a female shop assistant who has had not less than three years' experience;

"shop assistant, female, unqualified" means a female shop assistant who has had less than three years' experience;

"storeman" means an employee who takes charge of or receives and/or issues the materials or articles used in any establishment in making bread and/or confectionery;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"van" means an animal-drawn or mechanically-propelled vehicle including a motor-bicycle, motor-tricycle, motor-scooter or any similar vehicle used for the delivery of bread and/or confectionery;

"vanman" means an employee who is in charge of a van on a round and is responsible for the delivery of bread and/or confectionery on such round and for cash received by him in respect thereof and who may drive a van;

"vanman's assistant" means an employee who accompanies a vanman on his rounds and assists him in his duties but who may not drive a van;

"wage" means that portion of the remuneration payable to an employee in respect of the ordinary hours of work referred to in Clause 6;

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

"week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls.

(2) In classifying an employee for the purposes of this Award he shall be deemed to be in the class in which he is wholly or mainly employed.

4. WAGES.

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

	Per Week.
	£ s. d.
Baker.....	8 0 0
Clerical employee, female, qualified.....	4 15 0
Shop assistant, female, qualified.....	4 15 0
Clerical employee, female, unqualified	}
Shop assistant, female, unqualified	
During the first year of experience.....	
During the second year of experience.....	
During the third year of experience.....	4 0 0
Clerical employee, male, qualified.....	7 0 0
Shop assistant, male, qualified.....	7 0 0
Clerical employee, male, unqualified	}
Shop assistant, male, unqualified	
During the first year of experience.....	
During the second year of experience.....	
During the third year of experience.....	5 0 0
During the fourth year of experience.....	6 0 0
Confectioner.....	8 0 0
Foreman Baker and/or Confectioner.....	9 0 0
Inspector.....	8 15 0
Packer.....	7 10 0
Storeman.....	7 10 0
Vanman.....	8 0 0
Baker's and/or Confectioner's assistant.....	3 2 6
Delivery employee (a).....	2 2 6
(b) If required or permitted to use any type of mechanically propelled two or three wheeled vehicle.....	2 12 6
Driver of mechanically-propelled vehicle.....	4 0 0
Driver of animal-drawn vehicle.....	2 7 6
Labourer.....	2 0 3
Packer's assistant.....	2 10 6
Vanman's assistant.....	2 2 6
Watchman.....	2 5 0
Employees engaged in a trade designated under the Apprenticeship Act, during the period of employment permitted without a contract of apprenticeship under the Act.....	2 5 0

Casual Employee.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth, if he works in a five day week establishment, or one-sixth, in a six day week establishment, of the weekly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that

"verpakkersassistent", 'n werknemer, uitgesonderd 'n arbeider wat, onder die toesig van 'n verpakker, hom bystaan in almal of enigeen van sy pligte;

"skof", 'n groep werknemers wat vir 'n tydperk van minstens twee agtereenvolgende uur in enige deel van 'n inrigting werk;

"winkelassistent", 'n werknemer wat goedere oor die toonbank van 'n bakkerswinkel, verkoop;

"winkelassistent, manlik, gekwalifiseer", 'n manlike winkelassistent met minstens vier jaar ondervinding;

"winkelassistent, manlik, ongekwalifiseer", 'n manlike winkelassistent met minder as vier jaar ondervinding;

"winkelassistent, vroulik, gekwalifiseer", 'n vroulike winkelassistent met minstens drie jaar ondervinding;

"winkelassistent, vroulik, ongekwalifiseer", 'n vroulike winkelassistent met minder as drie jaar ondervinding;

"stoorman", 'n werknemer wat beheer uitoefen oor, of materiale of artikels wat in enige inrigting gebruik word vir die maak van brood en/of banket, ontvang en/of uitreik;

"leëgewig", die gewig van enige motorvoertuig of sleepwa soos aangedui op 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige voertuig of sleepwa deur enige outoriteit by wet gemagtig om lisensies ten opsigte van voertuie uit te reik;

"bestelwa", 'n dierevoertuig of meganiese voertuig, met inbegrip van 'n motorfiets, motordriewiel, 'n motorskoeter of enige soortgelyke voertuig wat gebruik word vir die aflewering van brood en/of banket;

"bestelwaman", 'n werknemer in beheer van 'n bestelwa op 'n bestelronde en wat verantwoordelik is vir die aflewering van brood en/of banket op sodanige ronde en vir die konstant wat hy daarvoor ontvang het, en wat 'n bestelwa kan dryf;

"bestelwaman se assistent", 'n werknemer wat 'n bestelwaman op sy rondes vergesel en hom help met die verrigting van sy werksaamhede, maar wat nie 'n bestelwa mag dryf nie;

"loon", die gedeelte van die besoldiging wat aan 'n werknemer betaal moet word ten opsigte van die gewone werksure soos in klousule 6 vermeld;

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

"week", met betrekking tot enige werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val;

(2) By die indeling van 'n werknemer vir die toepassing van hierdie toekenning, moet dit beskou word dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE.

(1) Die minimum loon wat 'n werkgewer aan elke lid van onderstaande klasse van sy werknemers moet betaal, is soos volg:—

	Per week.
	£ s. d.
Bakker.....	8 0 0
Klerklike werknemer, vroulik, gekwalifiseer.....	4 15 0
Winkelassistent, vroulik, gekwalifiseer.....	4 15 0
Klerklike werknemer, vroulik ongekwalifiseer.....	}
Winkelassistent, vroulik, ongekwalifiseer	
Gedurende die eerste jaar ondervinding.....	
Gedurende die tweede jaar ondervinding.....	
Gedurende die derde jaar ondervinding.....	4 0 0
Klerklike werknemer, manlik, gekwalifiseer.....	7 0 0
Winkelassistent, manlik, gekwalifiseer.....	7 0 0
Klerklike werknemer, manlik, ongekwalifiseer	}
Winkelassistent, manlik, ongekwalifiseer	
Gedurende die eerste jaar ondervinding.....	
Gedurende die tweede jaar ondervinding.....	
Gedurende die derde jaar ondervinding.....	5 0 0
Gedurende die vierde jaar ondervinding.....	6 0 0
Banketbakker.....	8 0 0
Voorman-bakker en/of -banketbakker.....	9 0 0
Inspekteur.....	8 15 0
Verpakker.....	7 10 0
Stoorman.....	7 10 0
Bestelwaman.....	8 0 0
Bakkers- en/of Banketbakkersassistent.....	3 2 6
Afleweringswerknemer (a).....	2 2 6
(b) Indien daar van hom vereis word of hy toegelaat word om enige soort meganiese-aangedrewe twee- of driewielvoertuig te gebruik.....	2 12 6
Drywer van 'n meganiese-aangedrewe voertuig.....	4 0 0
Drywer van 'n dierevoertuig.....	2 7 6
Arbeider.....	2 0 3
Verpakkersassistent.....	2 10 6
Bestelwaman se assistent.....	2 2 6
Wag.....	2 5 0
Werknemers werksaam in 'n bedryf wat kragtens die Wet op Vakleerlinge aangewys word, en wat gedurende die tydperk van diens sonder 'n vakleerlingskapkontrak ingevolge die Wet toegelaat word.....	2 5 0

"Los werknemer."—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon ontvang as hy werk in 'n inrigting waar 'n vyfdag-week gewerk word, of een sesde, in 'n inrigting waar 'n sesdag-week gewerk word, van die weeklikse loon wat voorgeskryf is vir 'n werknemer van dieselfde geslag wat dieselfde soort werk

where a casual employee is required to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "weekly wage" shall be deemed to be the weekly wage prescribed for a qualified employee of that class and provided further that where a casual employee is required to work for a period of not more than four consecutive hours on any day his prescribed wage may be reduced by fifty per cent.

(2) *Basis of Contract.*—For the purpose of this Clause the basis of contract of employment of an employee, other than a casual employee, shall, subject to clause 5 (1), be weekly and save as provided in sub-clause (3) and in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in Clause 6 or less.

(3) *Differential Wage.*—An employer, who requires or permits a member of one class of his employees, to perform on any day, either in addition to his own 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) shall pay to such employee in respect of that day—
 - (i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate, and
 - (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class;

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

(4) *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 his ordinary weekly wage.

(5) *Calculation of Daily Wage.*—The daily wage of an employee, other than a casual employee shall be calculated by dividing his weekly wage by—

- (a) five, in the case of an employee who works a five-day week;
- (b) six, in the case of an employee who works a six-day week.

(6) *Cost of Living Allowance.*—In addition to the wage payable to an employee an employer shall pay to his employee a cost of living allowance of not less than that prescribed under War Measure No. 43 of 1942 as amended from time to time.

(7) Nothing contained in this Award shall operate to adversely affect the existing earnings of an employee.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—(a) For the purpose of payment of remuneration the working week shall be deemed to commence on Friday and finish on Thursday and, save as provided in clause 7, any amount due to an employee, shall be paid in cash weekly during working hours or within fifteen minutes of ceasing work on Fridays or on termination of employment if this takes place before the usual pay day; provided that, if the employer and the employee have agreed thereto in writing, remuneration may be paid monthly on the usual pay day of the establishment or on termination of employment, if this should take place before the usual pay day.

(b) Remuneration shall be contained in an envelope or container, on which shall be reflected or which shall be accompanied by a statement showing the employer's name, the employee's name or payroll number and his occupation, the number of ordinary hours worked, overtime hours worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made, and such envelope or container on which these particulars are reflected or such statement shall become the property of the employee.

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

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

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase goods from any shop nominated by him.

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident, pension or savings funds or subscriptions to or levies by a trade union. An employer shall forward all amounts deducted by him in

doen as wat van die los werknemer vereis word om te doen; met dien verstande dat waar daar van 'n los werknemer vereis word om die werk te doen van 'n klas werknemer waarvoor lone op 'n stygende skaal voorgeskryf word, die uitdrukking „weeklikse loon” beskou moet word as die weeklikse loon voorgeskryf vir 'n gekwalifiseerde werknemer van daardie klas en voorts met dien verstande dat waar van 'n los werknemer vereis word om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy voorgeskrewe loon met vyftig persent verminder kan word.

(2) *Kontraktbasis.*—Vir die toepassing van hierdie klousule, is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer, behoudens klousule 5 (1), weekliks, en behoudens soos bepaal in subklousule (3) en in klousule 5 (6), moet aan 'n werknemer per week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in dié week die maksimum getal gewone ure, voorgeskryf in klousule 6, gewerk het, of nie.

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers verplig of toelaat om op enige dag of benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

- (a) of 'n hoër loon as dié vir sy eie klas; of
- (b) 'n stygende skaal wat eindig op 'n hoër loon as dié vir sy eie klas, in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag 'n loon betaal—
 - (i) in die geval in paragraaf (a) genoem, minstens die daaglikse loon bereken teen die hoër weeklikse skaal, en
 - (ii) in die geval in paragraaf (b) genoem, minstens die daaglikse loon bereken teen die hoogste weeklikse skaal vir die hoër klas;

met dien verstande dat waar die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ondervinding en geslag, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer ingevolge klousule 5 (1) verskuldig is maandeliks betaal word, moet die loon bereken word teen 4 $\frac{1}{3}$ maal sy gewone weekloon.

(5) *Berekening van dagloon.*—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, moet bereken word deur sy weekloon te deel deur—

- (a) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;
- (b) ses, in die geval van 'n werknemer wat 'n sesdaagweek werk;

(6) *Lewenskostetoelae.*—Benewens die loon betaalbaar aan 'n werknemer, moet 'n werkgewer sy werknemer 'n lewenskostoelae betaal van minstens die tarief voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(7) Niks wat in hierdie toekenning vervat is, mag veroorsaak dat die bestaande verdienste van 'n werknemer ongunstig geraak word nie.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—(a) Vir die doeleinde van betaling van besoldiging moet daar beskou word dat die werkweek op Vrydag begin en op Donderdag eindig en, behoudens soos bepaal in klousule 7, moet enige bedrag verskuldig aan 'n werknemer weekliks in kontant betaal word gedurende werke of binne vyftien minute voor uitvaltyd op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind; met dien verstande dat indien 'n werkgewer en werknemer skriftelik aldus ooreengekom het, betaling maandeliks op die gewone betaaldag van die inrigting kan geskied of by diensbeëindiging, as dit sou plaasvind voor die gewone betaaldag.

(b) Besoldiging moet ingesluit wees in 'n koevert of houer waarop die volgende aangedui moet word of wat vergesel moet gaan van die volgende: 'n verklaring waarop aangedui word die werkgewer se naam, die werknemer se naam of betaalstaatsnommer en sy werk, die getal gewone ure gewerk, besonderhede van aftrekkings, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling geskied, en sodanige koevert of houer word die eiendom van die werknemer.

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

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

(4) *Koop van goedere.*—'n Werkgewer kan nie van sy werknemer vereis om van 'n winkel wat deur hom aangewys word, goedere te koop nie.

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of in die Naturelle arbeid Regelswet, 1911, kan geen werkgewer van sy werknemer vereis om by hom of by 'n persoon of plek wat deur hom aangewys word, losies en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer kan sy werknemer geen boetes op of bedrae van sy werknemers se besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof, sêkte, versekerings-, voorsorgs-, pensioen- of spaarfondse of ledigheid aan of heffings deur 'n vakvereniging. 'n Werkgewer moet binne sewe dae voor

respect of subscriptions to or levies to the trade union concerned, within seven days of the end of the month in which such deductions were made;

- (b) whenever an employee absents himself from work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law (including the Common Law) or any order of any competent court is required or permitted to make;
- (d) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept lodging from his employer, a deduction not exceeding two shillings per week;
- (e) in the case of a vanman and delivery employee, a deduction of the amount of any deficiency in the cash or bread or confectionery for which he was responsible.

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

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

- (a) in the case of an establishment which observes a six-day week—
 - (i) forty-six in any week from Monday to Saturday, inclusive, and
 - (ii) subject to sub-paragraph (i) hereof, nine hours on one day and eight hours on any of the remaining days of the week, unless the hours on one day do not exceed five, in which case the hours on any of the said remaining days shall not exceed eight and a half hours;
- (b) in the case of an establishment which observes a five-day week—
 - (i) forty-six in any week of five work days between Monday and Saturday, inclusive, and
 - (ii) subject to sub-paragraph (i) hereof, nine and a quarter hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed—

- (a) in an establishment which observes a six-day week, eight and a half on any day;
- (b) in an establishment which observes a five-day week, nine and a quarter on any day.

(3) An employer shall not require or permit his inspector, vanman, vanman's assistant, driver or delivery employee to commence work earlier than 5.30 a.m. or to leave the premises for the sale or delivery of bread or confectionery earlier than 6 a.m. on any day nor to work after 5 p.m. on any day and no such employee shall, except through circumstances beyond his control such as an act of God or a breakdown of his vehicle, return to his employer's establishment later than 4.30 p.m. on any day: Provided that an employee may be required or permitted, solely for the purpose of delivering bread to a hospital, to commence work at 5 a.m. and to leave his employer's establishment at 5.30 a.m.

(4) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously 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; provided that—

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

Provided that the words "one hour" where they appear for the first, second and fourth times in this sub-clause shall be deemed to read "half an hour" if the Minister has by notice in the *Gazette* made a declaration in terms of section twenty-two (1) of the Factories, Machinery and Building Work Act, 1941.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (4), all hours of work shall be consecutive.

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

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

(8) *Female Employees.*—An employer shall not require or permit his female employee—

- (a) to work between 6 p.m. and 6 a.m.;
- (b) to work after 1 p.m. on more than five days in any week;
- (c) to work overtime for more than two hours in any day or on more than three consecutive days;
- (d) to work overtime on more than six days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee not less than two shillings and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

die einde van die maand waarin sodanige afrekkings gedoen is, alle bedrae deur hom afgetrek ten opsigte van ledegeld aan of heffings deur die betrokke vakvereniging, afstuur;

- (b) wanneer 'n werknemer afwesig is van die werk, 'n afrekkings in verhouding tot die tydperk van afwesigheid bereken op die basis van die weekloon wat sodanige werknemer op daardie tydperk ontvang het ten opsigte van sy gewone werkure;
- (c) 'n afrekkings van enige bedrag wat by enige wet (met inbegrip van die gemene reg) of 'n bevel van enige bevoegde hof van die werkgewer vereis word of hom toelaat om dit te doen;
- (d) wanneer 'n werknemer toestem of wanneer van hom vereis word om ingevolge die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturellearbeid Reguleringswet, 1911, inwoning van sy werkgewer te ontvang, 'n afrekkings van hoogstens twee sjellings per week;
- (e) in die geval van 'n bestelwaman en 'n afleweringswerknemer, 'n afrekkings van die bedrag van enige tekort in die kontantgeld of brood of banket waarvoor hy verantwoordelik was.

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

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

- (a) in die geval van 'n inrigting wat 'n sesdagweek nakom—
 - (i) 46 in enige week van Maandag tot en met Saterdag en—
 - (ii) behoudens subparagraaf (1) hiervan, nege uur op 'n dag en agt uur op enige van die oorblywende dae van die week, tensy die ure op een dag nie vyf oorskry nie, in welke geval die ure op enige van genoemde oorblywende dae nie 8½ uur moet oorskry nie;
- (b) in die geval van 'n inrigting wat 'n vyfdeurweek nakom—
 - (i) 46 in enige week van vyf werkdade tussen Maandag tot en met Saterdag, en
 - (ii) behoudens subparagraaf (i) hiervan, 9¼ uur op 'n dag.

(2) Die gewone werkure van 'n los werknemer is die volgende:—

- (a) In 'n inrigting wat 'n sesdagweek nakom, 8½ op 'n dag;
- (b) in 'n inrigting wat 'n vyfdeurweek nakom, 9¼ op 'n dag;
- (3) 'n Werkgewer mag nie van sy inspekteur, bestelwaman, bestelwaman se assistent, drywer of afleweringswerknemer vereis of geïmplementeer toelaat om vroeër as 5.30 v.m. te begin werk of die perseel vroeër as 6 v.m. op enige dag te verlaat vir die verkoop of aflewering van brood of banket nie, of om op enige dag later as 5 v.m. te werk nie, en geen sodanige werknemer mag, behalwe as gevolg van omstandighede buite sy beheer, soos 'n natuurramp of die onklaarraking van sy voertuig, later as 4.30 n.m. op enige dag na sy werkgewer se inrigting terugkeer nie; met dien verstande dat 'n werknemer versoek of toegelaat kan word om alleenlik vir doeleindes van aflewering van brood aan 'n hospitaal, teen 5 v.m. met sy werk te begin en om sy werkgewer se inrigting om 5.30 v.m. te verlaat.

(4) *Eiensonderbrekings.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om langer as 5 uur ononderbroke te werk sonder 'n pouse van minstens 'n uur nie, waarin daar geen werk verrig mag word nie en wat nie as deel van die gewone werkure beskou moet word nie; met dien verstande dat—

- (i) indien dié pouse langer as 'n uur duur, enige tyd bo 'n uur as gewone werkure beskou word;
- (ii) werktidperke wat deur pouses van minder as 'n uur onderbreek word, as aaneenlopend beskou word;

met dien verstande dat die woorde „een uur”, waar hulle vir die eerste, tweede en vierde keer in die subklousule voorkom, as „halfuur” gelees word, wanneer die Minister deur middel van kennisgewing in die Staatskoerant 'n verklaring, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gemaak het.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos in subklousule (4) bepaal, moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer meer werk as die maksimum getal ure in subklousule (1) en (2) vir 'n werknemer van sy klas voorgeskryf, moet as oortyd beskou word.

(7) *Beperking van oortyd.*—Geen werkgewer mag van sy werknemer vereis of hom toelaat om meer as 10 uur per week te werk nie.

(8) *Vroulike werknemers.*—Geen werkgewer mag van sy vroulike werknemer vereis of haar toelaat om soos volg te werk nie—

- (a) tussen 6 n.m. en 6 v.m.;
- (b) na 1 n.m. op meer as 5 dae per week;
- (c) langer oortyd as 2 uur per dag of op meer as 3 opeenvolgende dae;
- (d) oortyd op meer as 60 dae per jaar;
- (e) langer oortyd as 1 uur per dag na voltooiing van haar gewone werkure, tensy hy haar—
 - (i) voormiddag daarvan in kennis gestel het; of—
 - (ii) van 'n toereikende maaltijd voorsien het voordat sy met oortyd moet begin; of—
 - (iii) haar minstens 2s. 6d. betyds betaal om haar in staat te stel om 'n maaltijd te verkry voordat sy met sodanige oortyd moet begin.

(9) *Payment for Overtime.*—An employer shall pay his employee who works overtime at a rate of not less than—

- (a) in the case of an employee, other than a casual employee, one and one-third times his weekly wage divided by forty-six in respect of each hour or part of an hour so worked in the aggregate in any week;
- (b) in the case of a casual employee, one and one-third times his daily wage divided by eight or nine, depending on whether he is employed in an establishment which observes a six-day or five-day week, respectively, in respect of each hour or part of an hour so worked on any day;

Provided that for the purpose of this sub-clause the expression "wage" shall be deemed to include an employee's cost of living allowance prescribed in terms of clause 4 (6) and provided further that when an employee works overtime on any day in respect of the ordinary hours of work on which day he is entitled to payment at a higher rate in terms of clause 4 (3) payment for overtime performed on such day shall be calculated on such higher rate.

(10) An employee, other than a labourer, shall record in a register or on a time-table, which shall be provided by his employer, the time at which he starts work and the time at which he finishes work on each day that he works. In the case of a labourer, such starting and finishing time shall be recorded by the employee in charge of the shift to which such labourer belongs.

(11) *Savings.*—The provisions of this clause shall not apply to a watchman; sub-clauses (5), (6), (7), (8) (c), (d) and (e), (9) and (10) shall not apply to a foreman in receipt of a wage of not less than £780 per annum, exclusive of cost of living allowance; sub-clauses (4), (6), (7) and (9) shall not apply to an inspector, a vanman, a vanman's assistant, a driver or a delivery employee and sub-clauses (4), (5) and (7) shall not apply to any male employee on emergency work.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employees, in respect of each completed period of twelve months' employment with him, annual leave as follows:—

- (a) To all watchmen, 21 consecutive days' annual leave on full pay;
- (b) to all employees (other than watchmen) employed by the same employer for 2 years or more, 21 consecutive days' annual leave on full pay;
- (c) to all other employees, 14 consecutive days' annual leave on full pay; and
- (d) to all bakers' assistants, confectioners' assistants, drivers, packers' assistants, vanmen's assistants, delivery employees, labourers and watchmen, at such employees' option, an additional 21 consecutive days' leave immediately following on the leave prescribed above, but in this case without pay.

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

- (i) if such leave has not been granted earlier it shall be granted within six months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 or with any period during which the employee is required to undergo training under the Defence Act, 1957;
- (iii) if a public holiday falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee, at such employee's request made in writing, during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall be paid upon such termination in lieu of leave and, in respect of each completed month of such period of less than one year, not less than $\frac{1}{4}$ (one-fourth) in the case of employees referred to in clause 7 (1) (a) and (b) and not less than $\frac{1}{6}$ (one-sixth) in the case of employees referred to in clause 7 (1) (c), of the weekly remuneration which the employee was receiving immediately before the date of such termination; provided that an employee who leaves his employment without the consent of his employer or without having complied with the provisions of clause 15 of this Award or without cause recognised by law as sufficient, shall not be entitled to any payment by virtue of this sub-clause.

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

(9) *Besoldiging vir oortyd.*—'n Werkgever moet sy werknemer wat oortyd werk, vergoed teen 'n skaal van minstens die volgende—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, $\frac{1}{4}$ maal sy weeklikse loon gedeel deur 46 ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus altsame in 'n week werk;
- (b) in die geval van 'n los werknemer, $\frac{1}{4}$ maal sy daaglikse loon gedeel deur onderskeidelik 8 of 9, wat daarvan sal affhang of hy in 'n inrigting in diens is wat onderskeidelik 'n sesdag- of vyfdagweek nakom, ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus op 'n dag werk;

met dien verstande dat daar vir die toepassing van hierdie subklousule geag moet word dat die uitdrukking „loon" 'n werknemer se lewenskostoelae, soos voorgeskryf in klousule 4 (6), omvat, en voorts met dien verstande dat wanneer 'n werknemer op enige dag oortyd ten opsigte van sy gewone werkure werk, wanneer hy ingevolge klousule 4 (3) op besoldiging teen 'n hoër skaal geregtig is, die besoldiging vir oortyd gewerk op sodanige dag, teen sodanige hoër skaal bereken word.

(10) 'n Werknemer, uitgesonderd 'n arbeider, moet vir elke werksdag in 'n register of op 'n rooster wat deur sy werkgever verskaf word, die tyd aantekene wanneer hy begin werk en die tyd wanneer hy ophou met werk. In die geval van 'n arbeider moet die tyd wanneer hy sy werk begin en beëindig deur die werknemer in beheer van die skof waartoe so 'n arbeider behoort, aangeteken word.

(11) *Voorbewoudsbepalings.*—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie; subklousule (5), (6), (7), (8) (c), (d) en (e), (9) en (10) is nie van toepassing op 'n voorman wat 'n loon van minstens £780 per jaar, lewenskostoelae uitge-sluit, ontvang nie; subklousules (4), (6), (7) en (9) is nie van toepassing op 'n inspekteur, 'n bestelwaman, 'n bestelwaman se assistent, 'n drywer of 'n afleweringswerknemer nie, en subklousules (4), (5) en (7) is nie van toepassing op enige manlike werknemer wat noodwerk verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgever sy werknemer ten opsigte van elke volledige tydperk van 12 maande diens by hom, jaarlikse verlof soos volg toestaan:—

- (a) Aan alle wagte, 21 opeenvolgende dae jaarlikse verlof met volle besoldiging;
- (b) aan alle werknemers (wagte uitgesonderd) wat vir 2 jaar of meer by dieselfde werkgever in diens is, 21 opeenvolgende dae jaarlikse verlof met volle besoldiging;
- (c) aan alle ander werknemers, 14 opeenvolgende dae jaarlikse verlof met volle besoldiging; en
- (d) aan alle bakkersassistentes, banketbakkersassistentes, drywers, verpakkersassistentes, bestelwaman se assistente, afleweringswerknemers, arbeiders en wagte, indien sodanige werknemers dit verkies, 'n addisionele 21 opeenvolgende dae verlof wat onmiddellik op bogenoemde verlof volg, maar in dié geval sonder besoldiging.

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

- (i) as die verlof nie eerder toegestaan is nie, dit binne 6 maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die verlof nóg met siekteverlof, toegestaan kragtens klousule 8, nóg met 'n tydperk wat die werknemer verplig is om opleiding kragtens die Verdedigingswet, 1957, mee te maak, mag saamval;
- (iii) as 'n openbare vakansiedag binne die verlof val, nog 'n dag ter vervanging van elke sodanige vakansiedag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werkgever enige dag geleentheidsverlof met volle besoldiging wat op skriftelike versoek van sy werknemer toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof in subklousule (1) genoem, opgeloopt het, moet by sodanige beëindiging besoldig word in plaas daarvan dat verlof aan hom toegestaan word, en aan hom moet ten opsigte van elke voltooië maand van sodanige tydperk van minder as 'n jaar, minstens $\frac{1}{4}$ (een kwart) in die geval van werknemer genoem in klousule 7 (1) (a) en (b) en minstens $\frac{1}{6}$ (een sesde) in die geval van werknemers genoem in klousule 7 (1) (c), betaal word van die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat 'n werknemer wat sy diens sonder toestemming van sy werkgever verlaat of sonder dat hy aan die bepalinge van klousule 15 van hierdie Toekenning voldoen het of sonder 'n rede wat by wet as voldoende erken word, nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the Defence Act, 1957;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year; provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days, and shall be deemed to commence from the date on which an employee last became entitled to annual leave or the date of his engagement, whichever is the later.

(7) No employee shall during the period of any leave take up employment of any nature or description whatever, nor shall an employer require or permit an employee to do so.

8. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than twenty work days,
- (b) in the case of every other employee, not less than twenty-four work days,

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment, and, in the case of every other employee, one work day in respect of each completed month of employment.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause the expression—

"employment" shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of clause 7;
- (b) on the instructions or at the request of the employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Award shall for the purpose of this clause be deemed to be employment under this Award, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Award;

"incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident compensable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” die tydperk insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) opleiding kragtens die Verdedigingswet, 1957, moet mee-maak;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 8 afwesig is—

wat altesaam egter nie meer as 10 weke in 'n jaar mag beloop nie; met dien verstande dat as die tydperk van 'n werknemer se opleiding kragtens die Verdedigingswet, 1957, minder as 30 dae in 'n jaar is, die tydperk van 10 weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as 30 dae is, en daar moet beskou word dat dit begin vanaf die datum waarop 'n werknemer laas op jaarlikse verlof geregtig geword het of die datum van sy indiensneming, na gelang van die jongste.

(7) Geen werknemer mag gedurende enige verloftydperk werk van enige aard of beskrywing hoegenaamd aanvaar nie; nog minder mag 'n werkgever dit van 'n werknemer vereis of hom toelaat om dit te doen.

8. SIEKTEVERLOF.

(1) Behoudens die bepaling van subklousule (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van werk afwesig is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n vyfdagweek werk, altesaam minstens twintig werkdag;
- (b) in die geval van enige ander werknemer, altesaam minstens vier-en-twintig werkdag siekteverlof gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom, en hom ten opsigte van die tydperk van afwesigheid kragtens hierdie bepaling minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het; met dien verstande—

dat gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer nie geregtig is op siekteverlof met volle betaling teen 'n skaal van hoogstens, in die geval van 'n werknemer wat 'n vyfdagweek werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens.

(2) 'n Werkgever kan as 'n vooropgestelde voorwaarde vir die betaling deur hom van 'n bedrag wat kragtens hierdie klousule deur 'n werknemer geëis word ten opsigte van enige afwesigheid van werk vir 'n tydperk wat oor meer as drie opeenvolgende kalenderdae strek, van die werknemer 'n sertifikaat eis wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig; met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt opeenvolgende weke betaling, kragtens hierdie klousule, by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae geëis het, sonder om so 'n sertifikaat te toon, sy werkgever gedurende die volgende agt weke, as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag wat deur sodanige werknemer kragtens hierdie klousule geëis word, kan eis dat die werknemer so 'n sertifikaat toon ongeag die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n langer tydperk as wat sy siekteverlof opgeeloop het ten tyde van sodanige ongeskiktheid, is hy slegs geregtig op besoldiging ten opsigte van sodanige opgeeloopte siekteverlof; maar sy werkgever moet, indien hy dit nog nie voorheen gedoen het nie, met die verstryking van die gemelde dienskringloop of by diensbeëindiging voor sodanige verstryking hom, ten opsigte van die langer tydperk van afwesigheid as gevolg van ongeskiktheid in dié mate betaal wat die siekteverlof, wat by sodanige verstryking of beëindiging opgeeloop het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking—

„diens”, enige tydperk of tydperke omvat wanneer 'n werknemer afwesig is—

- (a) met verlof kragtens klousule 7;
- (b) op las of op versoek van die werkgever;
- (c) met siekteverlof kragtens subklousule (1);
- (d) om vredesopleiding ingevolge die Verdedigingswet, 1912, mee te maak;

wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van items (a), (b) en (c), plus enige opleidings tydperk genoem in item (d) wat meegemaak is in daardie jaar en enige dienstydperk waartydens 'n werknemer by dieselfde werkgever in diens was, onmiddellik voor die datum waarop hierdie Toekenning in werking tree, moet vir die toepassing van hierdie klousule geag word as diens kragtens dié Toekenning, en enige siekteverlof met volle betaling wat aan so 'n werknemer gedurende sodanige tydperk toegestaan word, moet beskou word as toegestaan kragtens hierdie Toekenning;

„ongeskiktheid”, beteken die onvermoë om te werk weens enige siekte of besering, uitgesonderd dié deur 'n werknemer se eie wangedrag veroorsaak; met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk vergoedbaar kragtens die Ongevalwet, 1941, as ongeskiktheid geag word slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

9. PROVIDENT FUND.

(1) Where an employee of the classes enumerated in sub-clause (2) hereof, who is a member of the Witwatersrand Baking Employees' Association, requests his employer in writing to deduct 3s. per week from his wages as a contribution to the Provident Fund of the said Association, such employer shall make such deduction and shall in addition thereto add in respect of each such employee the sum of 10s. per week and shall transmit all such moneys to the Witwatersrand Baking Employees' Association not later than the seventh day of each succeeding month: Provided—

- (i) that the employers' organisation shall be entitled to direct representation in the administration of the Fund; and
- (ii) that the said Association guarantees to the employee in the event of his incapacity in the circumstances set out in clause 8 the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months' employment, except that during the first twenty-four months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the proviso to clause 3 (1); and
- (iii) any employer who make such contribution as provided above shall not be called upon to pay any moneys in respect of sick leave as provided in clause 8.

(2) The classes of employees to whom sub-clause (1) hereof shall apply, shall be: Inspectors; foreman bakers; foreman confectioners; bakers; confectioners; packers; storemen; vanman and clerical employees.

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him the amount referred to in sub-clause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever an employee, other than a casual employee, works on a public holiday, other than New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay him the amount referred to in sub-clause (1) and if such employee has not been granted leave on full pay on the last work day preceding such public holiday, shall, within seven days thereof, grant to him one day's leave on full pay or pay him an additional day's pay in lieu thereof.

(c) Whenever a casual employee works on a public holiday, his employer shall pay him at a rate not less than double the rate prescribed in clause 4 (1).

(3) *Sundays.*—An employer shall not require or permit a vanman, vanman's assistant, driver or delivery employee to work on a Sunday.

(4) *Payment for Work on Sundays.*—(a) Whenever an employee, other than a vanman, vanman's assistant, driver, delivery employee or a casual employee, works on a Sunday, his employer shall either—

- (i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or
- (ii) pay him not less than one and one-third times his ordinary daily wage in respect of the total period worked on such Sunday and grant him, within seven days of such Sunday, one day's holiday and pay him his daily wage in respect thereof

(b) Whenever a casual employee works on a Sunday, his employer shall pay him at a rate of not less than double the rate prescribed in clause 4 (1).

11. PROPORTION OR RATIO.

(1) An employer shall, in respect of each shift observed in his establishment, employ at least one foreman baker and/or one foreman confectioner before a baker and/or confectioner may be employed by him.

(2) An employer shall, in respect of each shift observed in his establishment, employ one baker and/or one confectioner before a baker's assistant and/or confectioner's assistant may be employed by him.

(3) For each foreman baker and a baker or for each foreman confectioner and a confectioner, an employer may employ not more than six baker's assistants or six confectioner's assistants respectively. For each additional baker or confectioner employed over and above those required to be employed in respect of each shift observed in his establishment, an employer may employ not more than three additional baker's assistants or confectioner's assistants respectively.

(4) An employer may, in his discretion, subject to the requisite total number of foreman bakers and/or foreman confectioners and bakers and/or confectioners being employed for the total number of shifts observed in his establishment, and the provisions of sub-clause (3) being observed, employ on any shift any number of bakers and/or confectioners and/or baker's assistants and/or confectioner's assistants; provided that no shift shall be worked unless not less than one foreman baker and/or

9. VOORSORGFONDS.

(1) Waar 'n werknemer van die klasse genoem in subklousule (2) hiervan 'n lid van die Witwatersrand Baking Employee's Association is en sy werkgever skriftelik versoek om 3s. per week van sy loon af te trek as bydrae tot die Voorsorgfonds van die genoemde Vereniging, moet so 'n werkgever sodanige aftrekking maak en moet hy hierbenewens ten opsigte van elke sodanige werkgever die som van 10s. per week daarby voeg en al dié geld voor of op die sewende dag van elke agtereenvolgende maand, aan die Witwatersrand Baking Employees' Association stuur; met dien verstande—

- (i) dat die Werkgeversorganisasie geregtig sal wees op 'n regstreekse aandeel in die administrasie van die Fonds; en
- (ii) dat genoemde Vereniging die betaling wat altesaam gelykstaan aan minstens sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke kringloop van 24 maande diens aan die werknemer waarborg in geval van sy ongeskiktheid in dié omstandighede uiteengesit in klousule 8, behalwe dat die gewaarborgde skaal gedurende die eerste 24 maande van betaling van bydraes nie die oploopskaal soos uiteengesit in die voorbehoudsbepaling van klousule 8 (1) hoef te oorskry nie; en—
- (iii) dat enige werknemer wat 'n bydrae maak soos hierbo bepaal, nie versoek sal word om enige geld ten opsigte van siekteverlof, soos in klousule 8 bepaal, te betaal nie.

(2) Die klasse werknemers waarop subklousule (1) van dié bepaling betrekking het, is die volgende: inspekteurs; voorman-bakkers; voorman-banketbakkers; bakkers; banketbakkers; verpakkers; stoommanne; bestelwamane en klerklike werknemers.

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig en moet verlof met volle betaling op alle openbare vakansiedae toegestaan word, met dien verstande dat van 'n werknemer vereis kan word om op sodanige dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die bedrag wat in subklousule (1) genoem word, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat hy per week werk;

(b) As 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Geloftedag of Kersdag werk, moet sy werkgever hom die bedrag genoem in subklousule (1) betaal, en as aan sodanige werknemer nie verlof met volle betaling op die laaste werkdag wat so 'n openbare vakansiedag voorafgaan, toegestaan is nie, moet sy werkgever hom binne sewe dae daarvan 1 dag verlof met volle betaling toestaan of in plaas daarvan, 'n ekstra dag se besoldiging betaal.

(c) As 'n los werknemer op 'n openbare vakansiedag werk, moet sy werkgever hom teen minstens dubbel die skaal voorgeskryf in klousule 4 (1) vergoed.

(3) *Sondae.*—'n Werkgever mag nie van 'n bestelwaman, bestelwaman se assistent, drywer of afleweringswerknemer vereis of hom toelaat om op 'n Sondag te werk nie.

(4) *Besoldiging vir werk op Sondag.*—(a) As 'n werknemer, uitgesonderd 'n bestelwaman, bestelwaman se assistent, drywer, afleweringswerknemer of 'n los werknemer op 'n Sondag werk, moet sy werkgever hom—

- (i) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk;
- (ii) of minstens een en een derde maal sy gewone dagloon betaal ten opsigte van die totale tydperk op dié Sondag gewerk, en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom daarvoor betaal teen sy gewone dagloon;

(b) As 'n los werknemer op Sondag werk, moet sy werkgever hom teen 'n skaal betaal van minstens dubbel die skaal voorgeskryf in klousule 4 (1).

11. GETALLEVERHOUDING.

(1) 'n Werkgever moet ten opsigte van elke skof wat in sy inrigting gewerk word, minstens een voorman-bakker en/of een voorman-banketbakker in diens hê voordat hy 'n bakker en/of banketbakker in diens kan neem.

(2) 'n Werkgever moet ten opsigte van elke skof wat in sy inrigting gewerk word een bakker en/of banketbakker in diens hê voordat hy 'n bakkers- en/of banketbakkersassistent in diens kan neem.

(3) Vir elke voorman-bakker en bakker of vir elke voorman-banketbakker en banketbakker mag 'n werkgever onderskeidelik hoogstens ses bakkers- of ses banketbakkersassistent in diens hê. Vir elke ekstra bakker of banketbakker wat meer is as die vereiste getal ten opsigte van elke skof wat in sy inrigting gewerk word, mag 'n werkgever hoogstens onderskeidelik drie addisionele bakkersassistent of banket bakkersassistent, in diens neem nie.

(4) 'n Werkgever mag, behoudens die totale vereiste getal voorman-bakkers en/of voorman-banketbakkers en bakkers en/of banketbakkers wat vir die totale aantal skofte wat in sy inrigting gewerk word, in diens is, en as die bepalings van subklousule (3) nagekom word, op enige skof, enige getal bakkers en/of banketbakkers en/of bakkersassistent en/of banketbakkersassistent in diens neem; met dien verstande dat geen skof gewerk sal word tensy daar nie minstens, na gelang van die

foreman confectioner, as the case may be, is in control of such shift and remains present and on duty during the whole of the working period of such shift; provided further that a baker may be employed in charge of a shift preparing dough for not more than four hours in the absence of a foreman.

(5) An employer shall employ one vanman before he may employ a vanman's assistant and for each vanman employed by him he may employ not more than three vanman's assistants.

(6) An employer shall not require or permit his vanman to be in charge of or responsible for more than one van.

(7) An employer shall not employ an unqualified clerical employee, male or female, unless he has in his employ a qualified clerical employee, male or female, respectively, and for each qualified clerical employee, male or female, not more than one unqualified clerical employee, male or female, as the case may be, may be employed by him; provided that for the purpose of this sub-clause, an unqualified male clerical employee receiving not less than the wage prescribed in clause 4 (1) for a qualified male clerical employee or a qualified female clerical employee receiving not less than the wage prescribed in clause 4 (1) for a qualified female clerical employee, may be deemed to be a qualified male clerical employee; and an unqualified female clerical employee receiving not less than the wage prescribed in clause 4 (1) for a qualified female clerical employee may be deemed to be a qualified female clerical employee; provided, however, that it shall be permissible for an unqualified female clerical employee to be employed for each male qualified clerical employee.

(8) An employer shall not employ an unqualified shop assistant, male or female, unless he has in his employ a qualified shop assistant, male or female, respectively and, for each qualified shop assistant, male or female employed, not more than one unqualified shop assistant, male or female as the case may be, may be employed by him; provided that for the purpose of this sub-clause, an unqualified male shop assistant receiving not less than the wage prescribed in clause 4 (1) for a qualified male shop assistant may be deemed to be a qualified male shop assistant; a qualified female shop assistant receiving not less than the wage prescribed in clause 4 (1) for a qualified male shop assistant may be deemed to be a qualified male shop assistant; and an unqualified female shop assistant receiving not less than the wage prescribed in clause 4 (1) for a qualified female shop assistant, may be deemed to be a qualified female shop assistant; provided, however, that it shall be permissible for an unqualified female shop assistant to be employed to each qualified male shop assistant.

(9) For the purposes of sub-clause (1), (3) and (4), an employer, who is wholly engaged in his own establishment in performing the work of a foreman baker or the work of a foreman confectioner, may be deemed to be a foreman baker or a foreman confectioner as the case may be; provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged; provided further that not more than one director of any employer company or one member of any employer partnership shall be deemed to be a foreman baker or foreman confectioner; provided further that for the purposes of sub-clause (4) such director of an employer company or member of an employer partnership shall be deemed to be a foreman baker or foreman confectioner, as the case may be, for not more than one shift in each 24 hours.

(10) Nothing contained in this clause shall be construed as permitting of a reduction in the number of foreman bakers and/or foreman confectioners and/or bakers and/or confectioners employed in any establishment.

12. PROHIBITION OF EMPLOYMENT.

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

13. SPECIAL PROHIBITIONS.

(1) No employer shall sell or dispose of or cause, require or permit any person in his employ or under his control to sell or dispose of any bread or any class of bread at a price other than the price determined by the Wheat Industry Control Board as the price at which bread or any class of bread shall be sold.

(2) No employer shall sell, dispose of, transfer, remove, hand over, transport or deliver or cause, require or permit to be sold, disposed of, transferred, removed, handed over, transported or delivered by any employee or any other person, from his establishment, on a Sunday or Public Holiday, any bread and/or confectionery.

(3) No employer shall, subject to the provisions of clause 6 (3) of this Award sell, dispose of, transfer, remove, hand over, transport or deliver or cause, require or permit to be sold, disposed of, transferred, removed, handed over, transported or delivered by any employee or any other person, any bread and/or confectionery from his establishment between the hours of 4.30 p.m. and 5.30 a.m.

geval, een voorman-bakker en/of voorman-banketbakker in beheer van so 'n skof is wat teenwoordig is en op diens bl gedurende die volle werkdag van so 'n skof; voorts met dien verstande dat 'n bakker in die afwesigheid van 'n voorman vir hoogstens 4 uur in beheer van 'n skof wat deeg voorberei, geplaa kan word.

(5) 'n Werkgewer moet een bestelwaman in diens hê voorda hy 'n bestelwaman-assistent in diens neem, en vir elke bestelwaman by hom in diens, mag hy hoogstens drie bestelwamane s assistente in diens neem.

(6) 'n Werkgewer mag nie van sy bestelwaman vereis of hon toelaat om in beheer of verantwoordelik te wees vir meer as een bestelwaman nie.

(7) 'n Werkgewer mag nie 'n ongekwalfiseerde klerklike werknemer, manlik of vroulik, in diens neem nie tensy hy 'n gekwalfiseerde klerklike werknemer onderskeidelik manlik of vroulik het en vir elke gekwalfiseerde klerklike werknemer, manlik of vroulik mag hy hoogstens een ongekwalfiseerde klerklike werknemer, manlik of vroulik, na gelang van die geval, in diens neem; met dien verstande dat vir die toepassing van hierdie subklousule, 'n ongekwalfiseerde manlike klerklike werknemer wat minstens die loon soos in klousule 4 (1) voorgeskryf vir 'n gekwalfiseerde manlike klerklike werknemer, ontvang, of 'n gekwalfiseerde vroulike klerklike werknemer wat minstens die loon van 'n gekwalfiseerde manlike klerklike werknemer, soos voorgeskryf in klousule 4 (1), ontvang, beskou mag word as 'n gekwalfiseerde manlike klerklike werknemer; en 'n ongekwalfiseerde vroulike klerklike werknemer wat minstens die loon van 'n gekwalfiseerde vroulike klerklike werknemer, soos in klousule 4 (1) voorgeskryf, ontvang, beskou mag word as 'n gekwalfiseerde vroulike klerklike werknemer, met dien verstande egter dat dit toelaatbaar is om 'n ongekwalfiseerde vroulike klerklike werknemer in diens te neem vir elke gekwalfiseerde manlike klerklike werknemer.

(8) 'n Werkgewer mag nie 'n ongekwalfiseerde winklassistent, manlik of vroulik, in diens neem nie tensy hy 'n gekwalfiseerde winklassistent, onderskeidelik manlik of vroulik, in diens het nie, en vir elke gekwalfiseerde winklassistent, manlik of vroulik, in sy diens, mag hy hoogstens een ongekwalfiseerde winklassistent, manlik of vroulik, soos die geval mag wees, in diens neem; met dien verstande dat vir die toepassing van hierdie subklousule, 'n ongekwalfiseerde manlike winklassistent wat minstens die loon van 'n gekwalfiseerde manlike winklassistent, soos voorgeskryf in klousule 4 (1), ontvang, beskou mag word as 'n gekwalfiseerde manlike winklassistent; 'n gekwalfiseerde vroulike winklassistent wat minstens die loon van 'n gekwalfiseerde manlike winklassistent, soos voorgeskryf in klousule 4 (1), ontvang, mag beskou word as 'n gekwalfiseerde manlike winklassistent; en 'n ongekwalfiseerde vroulike winklassistent wat minstens die loon van 'n gekwalfiseerde vroulike winklassistent, soos voorgeskryf in klousule 4 (1), ontvang, mag beskou word as 'n gekwalfiseerde vroulike winklassistent; met dien verstande egter dat dit toelaatbaar is om 'n ongekwalfiseerde vroulike winklassistent in diens te neem vir elke gekwalfiseerde manlike winklassistent.

(9) Vir die toepassing van subklousules (1), (3) en (4) mag 'n werkgewer uitsluitlik in sy eie inrigting die werk van 'n voorman-bakker of die werk van 'n voorman-banketbakker te verrig, geag word as 'n voorman-bakker of voorman-banketbakker, na gelang van die geval; met dien verstande dat hy sorg gedra het dat sy naam op die tyd- en loonregister verskyn en dat daarop aange-teken is die werk wat hy verrig; voorts met dien verstande dat hoogstens een direkteur van enige werkgewersmaatskappy of een lid van enige werkgewersvennootskap geag sal word as 'n voorman-bakker of voorman-banketbakker; voorts met dien verstande dat vir die toepassing van subklousule (4) so 'n direkteur van 'n werkgewersmaatskappy of lid van 'n werkgewersvennootskap vir hoogstens een skof in 24 uur as 'n voorman-bakker of voorman-banketbakker, na gelang van die geval, geag moet word.

(10) Niks in hierdie klousule vervat, moet so vertolk word dat dit die vermindering van die getal voorman-bakkers en/of voorman-banketbakkers en/of bakkers en/of banketbakkers wat by 'n inrigting in diens is, toelaat nie.

12. VERBOD OP INDIENSNEEMING.

'n Werkgewer mag geen persoon onder die ouderdom van 15 (vyftien) jaar in diens neem nie.

13. SPESIALE VERBODSBEPALINGS.

(1) Geen werkgewer mag brood of enige soort brood verkoop of van die hand sit of van enige persoon in sy diens of onder sy beheer vereis of hom toelaat om brood te verkoop of van die hand te sit teen 'n ander prys as wat deur die Raad van Beheer oor die Koringnywerheid vasgestel is, as die prys waarteen brood of enige soort brood verkoop moet word nie.

(2) Geen werkgewer mag op 'n Sondag of 'n openbare vakansiedag brood en/of banket verkoop, van die hand sit, oorplaas, verwyder, oorhandig, vervoer of aflewer of opdrag gee, vereis of toelaat dat enige werknemer of ander persoon vanuit sy inrigting op 'n Sondag of openbare vakansiedag brood en/of banket verkoop, van die hand sit, oorplaas, verwyder, oorhandig, vervoer of aflewer nie.

(3) Geen werkgewer mag, behoudens die bepalings van Klousule 6 (3) van hierdie Toekenning, tussen die ure 4.30 nm. en 5.30 vm. enige brood en/of banket verkoop, van die hand sit, oorplaas, verwyder, oorhandig, vervoer of aflewer of opdrag gee, vereis of toelaat dat enige werknemer of ander persoon vanuit sy inrigting brood en/of banket verkoop, van die hand sit, oorplaas, verwyder, oorhandig, vervoer of aflewer nie.

14. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer who requires his employee to wear a uniform or overall or an employer who is required by any law or regulation to provide his employee with a uniform, overall or protective clothing, shall provide same free of charge and, in order to maintain same in good and clean condition, shall supply such employee with the necessary soap, etc., for the washing thereof during his normal working hours.

(2) All uniforms, overalls and protective clothing supplied in terms of sub-clause (1), shall remain the property of the employer.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice in writing of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than the weekly remuneration the employee was receiving immediately before the date of such termination; provided that this shall not affect—

(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) 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), the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8 or during any period of training the employee is required to undergo under the Defence Act, 1957.

(4) The contract of service of a casual employee may be terminated without notice by either party.

16. CERTIFICATE OF SERVICE.

An employer shall upon termination of a contract of employment of any employee, other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of basic wage and cost of living allowance which he was receiving at the date of such termination.

17. RECOGNITION OF TRADE UNION.

Where in an establishment the number of members of a registered trade union is not less than 55 per cent of the number of employees in such establishment entitled or eligible, in terms of the constitution of such trade union, to be members thereof, such trade union shall be recognised by the employer as the body authorised to make representation and conduct negotiations on behalf of all employees in such establishment regarding the conditions of their employment.

18. NAMES OF EMPLOYERS ON VEHICLES.

Every employer shall prominently display his full trading name and full trading address on all vans, bicycles, motor-bicycles, motor-tricycles, motor-scooters or other vehicles used by him in connection with the conveyance, sale or delivery of bread and/or confectionery and/or compound bread.

Signed at Pretoria, this 12th day of September, 1958.

S. P. DU T. VILJOEN, *Chairman.*

F. J. VILJOEN, *Member.*

G. McCORMICK, *Member.*

No. 708.] [8 May 1959.
FACTORIES, MACHINERY AND BUILDING WORK ACT, No. 22 OF 1941.

EXEMPTION.—BAKING AND/OR CONFECTIONERY INDUSTRY (WITWATERSRAND).

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section fifty-four of the Factories, Machinery and Building Work Act, 1941, exempt from the provisions of sections nineteen [excluding paragraph (e) of sub-section (1) thereof] and twenty of the said Act, all employers who are subject to the provisions of the Arbitration Award for the Baking and/or Confectionery Industry, published under Government Notice No. 707 of 8th May, 1959.

J. DE KLERK,
 Minister of Labour.

14. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer wat van sy werknemer vereis om 'n uniform of oorpak te dra of 'n werknemer wat by enige wet of regulasie verplig word om sy werknemer van 'n uniform, oorpak of beskermende klere te voorsien, moet dit kosteloos verskaf en, ten einde dit in 'n goeie en skoon toestand te hou, moet hy die werknemer van die nodige seep ens., voorsien vir die was daarvan gedurende sy gewone werkdag.

(2) Alle uniforms, oorpakke en beskermende klere wat ingevolge subklousule (1) verskaf is, bly die eiendom van die werkgewer.

15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens 'n week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig of moet in plaas daarvan minstens die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van so 'n beëindiging ontvang het betaal of verbeur; met dien verstande dat dit nie die volgende raak nie—

(a) die werkgewer of werknemer se reg om 'n dienskontrak sonder kennisgewing te beëindig om 'n rede wat by wet as voldoende erken word;

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

(2) As 'n ooreenkoms kragtens die tweede voorbehoudbepaling van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die termyn van diensopsegging waarvoor ooreengekom is.

(3) Die diensopsegging wat in subklousule (1) genoem word, neem 'n aanvang op die dag waarop kennis daarvan gegee word; met dien verstande dat die termyn van diensopsegging nie saamval met, en kennis nie gegee mag word gedurende die werkgewer se afwesigheid met jaarlikse verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 of gedurende enige opleidingstyd wat die werknemer ingevolge die Verdedigingswet, 1957, moet meemaak nie.

(4) Die dienskontrak van 'n los werknemer kan deur albei partye sonder diensopsegging beëindig word.

16. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van 'n dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak, die basiese loonskaal en lewenskostoelae wat hy op die datum van sodanige beëindiging ontvang het, aantoon.

17. ERKENNING VAN VAKVERENIGING.

Waar die ledetal van 'n geregistreerde vakvereniging in 'n inrigting minstens 55 persent van die getal werknemers in so 'n inrigting is wat kragtens die grondwet van so 'n vakvereniging geregtig of geskik is om lede daarvan te wees, moet die werkgewer so 'n vakvereniging erken as die liggaam wat gemagtig is om ten behoeve van alle werknemers in so 'n inrigting vertoë te rig en onderhandelinge aan te gaan aangaande hulle diensvoorwaardes.

18. NAME VAN WERKGEWERS OP VOERTUIE.

Elke werkgewer moet sy volledige handelsnaam en handelsadres opsigtelik aanbring op alle bestelwaens, fietse, motorfietsse, motordriewiele, motorskoeters, of ander voertuie wat deur hom gebruik word in verband met die vervoer, verkoop of aflewering van brood en/of banket en/of kompongbrood.

Op hede die 12de dag van September 1958, te Pretoria onderteken.

S. P. DU T. VILJOEN, *Voorsitter.*

F. J. VILJOEN, *Lid.*

G. McCORMICK, *Lid.*

No. 708.] [8 Mei 1959.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, No. 22 VAN 1941.

VRYSTELLING.—BROODBAK- EN/OF BANKET-BAKNYWERHEID (WITWATERSRAND).

Ek, JOHANNES DE KLERK, Minister van Arbeid, stel hierby, ingevolge subartikel (1) van artikel vier-en-vyftig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, alle werkgewers wat onderworpe is aan die bepalings van die Arbitrasie Toekenning vir die Broodbak- en/of Banketbaknywerheid gepubliseer by Goewermentskennisgewing No. 707 van 8 Mei 1959, vry van die bepalings van artikels negentien [uitgesonderd paragraaf (e) van subartikel (1) daarvan] en twintig van genoemde Wet.

J. DE KLERK,
 Minister van Arbeid.

No. 709.]

[8 May 1959.]

INDUSTRIAL CONCILIATION ACT, 1956 (ACT
No. 28 OF 1956).

EXEMPTION.—BAKING AND/OR CONFECTIONERY INDUSTRY (WITWATERSRAND).

It is hereby notified in terms of sub-section (4) of section *fifty-one* of the Industrial Conciliation Act, 1956, that the Minister of Labour has in terms of sub-section (1) of the said section granted exemption from the provisions of sub-clause (4) of clause 6 of the Arbitration Award for the Baking and/or Confectionery Industry, published under Government Notice No. 707 of 8th May, 1959, to employers as from the date of publication of this notice and for the period during which the said Award is binding upon them, subject to the condition that a meal break of not less than half-an-hour is granted to their employees.

No. 709.]

[8 Mei 1959.]

WET OP NYWERHEIDSVERSOENING, 1956 (WET
No. 28 VAN 1956).VRYSTELLING.—BROODBAK- EN/OF BANKET-
BAKNYWERHEID (WITWATERSRAND).

Dit word hierby ingevolge sub-artikel (4) van artikel *een-en-veertig* van die Wet op Nywerheidsversoening, 1956 bekendgemaak dat die Minister van Arbeid, ingevolge sub-artikel (1) van genoemde artikel vrystelling van die bepalings van sub-klausule (4) van klausule 6 van die Arbitrasie Toekenning vir die Broodbak- en/of Banketbaknywerheid, gepubliseer by Goewermentskennisgewing No. 707 van 8 Mei 1959, aan werkgewers verleen het vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk waartydens genoemde Toekenning vir hulle bindend is, onderworpe aan die voorwaarde dat 'n etensonderbreking van minstens 'n halfuur aan hul werknemers toegestaan word.



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