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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1349.] [2 September 1960.]

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

LEKKERGOEDNYWERHEID, KAAP.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *ag-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 5 (6) (i), 6 tot en met 17, 19 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf die genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg en Bellville; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 5 (6) (i), 6 tot en met 17, 19 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf die genoemde tweede Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg en Bellville, *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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1349.] [2 September 1960.]

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

SWEETMAKING INDUSTRY, CAPE.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 5 (6) (i) (inclusive), 6 to 17 (inclusive), 19 and 21 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial District of the Cape, Wynberg and Bellville; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg and Bellville and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 5 (6) (i) (inclusive), 6 to 17 (inclusive), 19 and 21 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Organisation of Sweet Manufacturers of the Cape Peninsula (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en

The Western Province Sweet Workers' Union

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

wat die partye by die Nywerheidsraad vir die Lekkergoednywerheid (Kaap) is.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg en Bellville nagekom word deur alle werkgewers in die produksieafdeling van die Lekkergoednywerheid (Kaap), wat lede van die werkgewersorganisasie is en deur alle werknemers in die produksieafdeling van daardie Nywerheid wat lede van die vakvereniging is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasstel en bly van krag vir 'n tydperk van een jaar of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde blykbaar bedoel word, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet en tensy dit strydig met die samehang is, beteken—

- (a) „afwesigheid” in die woordomskrywings van „assistent-versendingsklerk”, „assistent-voorman” en „assistent-stoomman” dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens beskou word;
- (b) „Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
- (c) „Ooreenkoms” 'n Ooreenkoms wat ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, afgekondig en bindend gemaak is ten opsigte van werkgewers en werknemers in die Produksieafdeling van die Lekkergoednywerheid (Kaap);
- (d) „ambagsman” 'n werknemer wat in diens geneem word om werk te doen wat gewoonlik gedoen word deur 'n werknemer wat 'n vakleerlingskap gedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of beskou word as daarkragtens aangewys;
- (e) „assistent-versendingsklerk” 'n werknemer wat onder die algemene toesig van 'n versendingsklerk enige van die pligte of werksaamhede nakom of verrig wat in die woordomskrywing van „versendingsklerk” genoem word en waarby die nagaan van bestellings inbegrepe is, en wat in sy afwesigheid vir hom kan waarneem;
- (f) „assistent-voorman” 'n werknemer wat onder die algemene toesig van 'n voorman die pligte van 'n voorman nakom en wat in sy afwesigheid vir hom kan waarneem;
- (g) „assistent-stoomman” 'n werknemer wat onder die algemene toesig van 'n stoomman enige van die pligte of werksaamhede nakom in die woordomskrywing „stoomman” nakom en wat in sy afwesigheid vir hom kan waarneem;
- (h) „ketelbediener” 'n werknemer wat onder algemene toesig verantwoordelik is om die waterstand en stoomdruk in 'n stoomketel in stand te hou en wat die vuur in die ketel maak, in stand hou of trek;
- (i) „etes” sonder om die gewone betekenis van die woord te beperk, voedsel van 'n redelike gehalte, hoeveelheid en verskeidenheid met inbegrip van groente, en wat die werkgewer minstens die bedrag kos wat hy ingevolge klousule 5 (6) (d) kan aftrek;
- (j) „los werknemer” 'n werknemer wat vir hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- (k) „kleedkamerbediende” 'n werknemer wat in beheer is van 'n verkleedkamer waarin 'n werknemer kan verkleed of sy klere kan bêre, of van sluitkassies waarin 'n werknemer sy besittings kan bêre;
- (l) „Raad” die Nywerheidsraad vir die Lekkergoednywerheid (Kaap), wat geregistreer is of beskou word dat dit geregistreer is kragtens artikel negentien van die Wet op Nywerheidsversoening, 1956;
- (m) „versendingsklerk” 'n werknemer wat verantwoordelik is vir die ontvang van goedere in 'n inrigting, of in of van 'n pakhuis of van afdelings vir versending, en vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekaarmaak, nagaan, weeg, verpakking of versending van dié goedere en die nagaan, weeg, merk of adresseer van pakke;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

Organisation of Sweet Manufacturers of the Cape Peninsula (hereinafter referred to as “the employers” or “the employers' organisation”) of the one part, and

The Western Province Sweet Workers' Union

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

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg and Bellville by all employers who are engaged in the Production Section of the Sweetmaking Industry (Cape) and who are members of the employers' organisation, and by all employees who are employed in the Production Section of that Industry, who are members of the trade union and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act and shall remain in force for a period of one year, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

- (a) “absence” in the definitions “assistant despatch clerk”, “assistant foreman” and “assistant storeman” shall have a like meaning to any absence which in terms of clause 7 (7) is regarded as employment;
- (b) “Act” means the Industrial Conciliation Act, 1956, as amended;
- (c) “Agreement” means an Agreement published and made binding on employers and employees in the Production Section of the Sweetmaking Industry (Cape) in accordance with the provisions of the Industrial Conciliation Act 1956;
- (d) “artisan” means an employee who is employed to do work normally performed by an employee who has served an apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944;
- (e) “assistant despatch clerk” means an employee who, under the general supervision of a despatch clerk, performs any of the duties or operations mentioned in the definition “despatch clerk” including the checking of orders, and who may act for him during his absence;
- (f) “assistant foreman” means an employee, who under the general supervision of a foreman, performs the duties of a foreman and who may act for him during his absence;
- (g) “assistant storeman” means an employee who, under the general supervision of a storeman, performs any of the duties or operations mentioned in the definition “storeman” and who may act for him during his absence;
- (h) “boiler attendant” means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;
- (i) “board” without limiting its ordinary meaning, means food of reasonable quality, quantity and variety, including vegetables costing to the employer not less than the amount which he may deduct in terms of clause 5 (6) (d);
- (j) “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- (k) “cloakroom attendant” means an employee who is in charge of a change room in which an employee may change or store his clothing, or of lockers in which an employee may store his effects;
- (l) “Council” means the Industrial Council for the Sweetmaking Industry (Cape), registered or deemed to be registered in terms of section nineteen of the Industrial Conciliation Act, 1956;
- (m) “despatch clerk” means an employee who is responsible for receiving goods into an establishment or into a store or from departments for despatch and for the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing or despatch of such goods and the checking, weighing, marking or addressing of packages;

- (n) „drywer van 'n motorvoertuig” ’n werknemer wat ’n motorvoertuig dryf, en vir die doel van hierdie woordskrywing is by die uitdrukking „’n motorvoertuig dryf” inbegrepe alle tydperke waarin daar gedryf word en enige tyd wat die drywer aan werk in verband met die voertuig of die wag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gerced om te dryf;
- (o) „noodwerk” enige werk wat weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, geweldpleging, onklaarraking van installasie of masjinerie of diefstal onmiddellik gedoen moet word, en hierby is inbegrepe die werk van of in verband met die laai of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë behoort, of van voertuie wat ’n vervoerkontraakteur gebruik by die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë;
- (p) „inrigting” enige perseel in of in verband waarmee die Lekkergoednywerheid uitgeoefen word;
- (q) „ondervinding”, met betrekking tot ’n werknemer, Graad I, ’n werknemer, Graad II, of ’n lekkergoedmaker, die totale tydperk of tydperke diens van ’n werknemer in die Lekkergoednywerheid as onderskeidelik ’n werknemer, Graad I, ’n werknemer, Graad II, of ’n lekkergoedmaker: Met dien verstande dat enige tydperk of tydperke diens wat ’n werknemer, Graad I, as ’n werknemer, Graad II, gedoen het tot ’n maksimum van twaalf maande as ondervinding as ’n werknemer, Graad I, beskou moet word en voorts met dien verstande dat die helfte van enige tydperk of tydperke diens wat ’n lekkergoedmaker as ’n werknemer, Graad I, of ’n werknemer, Graad II, gedoen het tot ’n maksimum van twaalf maande van dié ondervinding as ondervinding as ’n lekkergoedmaker beskou moet word;
- (r) „’n masjien voer” om materiaal in ’n masjien of op ’n vervoerband wat na of in ’n masjien lei, te plaas as sodanige plasing oordeelkundig, presies of met vaardigheid gedoen moet word, met behoorlike inagneming van doeltreffende inname of verwerking van die materiaal deur die masjien, en vir die toepassing van hierdie woordskrywing word dit beskou dat by die uitdrukking „plaas” inbegrepe is enige vorming, verwerking na die regte grootte of fasettering van die materiaal op die masjien wat vir die doeltreffende inname of verwerking van die materiaal deur die masjien nodig mag wees;
- (s) „’n masjien vul” materiaal neersit of stort in ’n geutbak of ander innamehouer wat aan ’n masjien geheg is of deel daarvan uitmaak as die verwerkingsmeganisme sy eie inname van die materiaal uit hierdie geutbak of houer reguleer, en waar die neersit of stort nie oordeelkundig, presies of met vaardigheid wat betref die hoeveelheid of posisie gedoen moet word nie;
- (t) „voorman” ’n werknemer wat in beheer is oor die werknemers in ’n inrigting of in ’n afdeling van ’n inrigting, wat dissiplinêre beheer oor sulke werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig;
- (u) „werknemer, Graad I” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—
- (1) Met die hand in sjokolade of fourée indoop of daarmee bedek;
 - (2) ’n sjokoladedekmasjien bedien;
 - (3) ’n napolitaanse sjokolademaskin bedien;
 - (4) ’n drop-uitpersmasjien bedien;
 - (5) ’n tabletsny- en stempelmasjien bedien;
 - (6) ’n masjien wat lekkergoed in folie, sellulosefilm, waspapier of enige ander materiaal toedraai, bedien, hetsy sodanige toedraaiwerk deur ’n masjien, aaneengeskakel met enige ander proses, gedoen word, of nie;
 - (7) ’n vormmasjien bedien, en vir die toepassing van hierdie woordskrywing beteken ’n vormmasjien een waarin die vorm aan elke afsonderlike lekkergoed gegee word deurdat lekkergoedbestanddele in vloeibare vorm in vaste vorms met dié betrokke vorm gegiet word;
 - (8) ’n masjien wat pakkies maak en vul, bedien;
 - (9) ’n papier- of kartonsnymes, deur krag aangedryf, bedien;
 - (10) ’n kerfmasjien, deur krag aangedryf, bedien;
 - (11) ’n stysel- of „master mogul”-masjien bedien;
- (v) „werknemer, Graad I, gekwalifiseer” ’n werknemer, Graad I, met minstens agtien maande ondervinding;
- (w) „werknemer, Graad I, ongekwalifiseer,” ’n werknemer, Graad I, met minder as agtien maande ondervinding;
- (x) „werknemer, Graad II,” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—
- (1) Bestellings bymekaarmaak;
 - (2) suiker kook;
 - (3) gekookte goedere, pastagoedere of toffies opbou, vorm, streep of versier;
 - (4) kakaoboontjies, neut of ander grondstowwe skoonmaak of sorteer, uitgesonderd die verwydering van vreemde stof soos genoem in die woordskrywing „arbeider”;
 - (5) kristalliserig;
 - (6) vrugte of ander grondstowwe op maat sny of fyn druk;
 - (7) lekkergoed in stysel sit;
 - (8) bestanddele, met inbegrip van stroop, in draaipanne voer of gooi;

- (n) „driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- (o) “emergency work” means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, breakdown of plant or machinery, or theft, must be done without delay, and includes the work of, or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways, or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways;
- (p) “establishment” means any premises in or in connection with which the Sweetmaking Industry is carried on;
- (q) “experience” means in relation to a Grade I employee, a Grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweetmaking Industry, as a Grade I employee, a Grade II employee or a sweetmaker, respectively; provided that any period or periods of employment which a Grade I employee has had as a Grade II employee shall, up to a maximum of twelve months, be deemed to be experience as a Grade I employee, and provided further that one-half of any period or periods of employment which a sweetmaker has had as a Grade I employee or a Grade II employee shall be deemed to be experience as a sweetmaker up to a maximum of twelve months of such experience;
- (r) “feeding a machine” means the placing into a machine or on to a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the expression “placing” shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;
- (s) “filling a machine” means depositing or dumping material into a hopper or other intake container attached to or forming part of a machine from which hopper or container the processing mechanism regulates its own intake of such material and where such depositing or dumping does not involve discretion, precision or skill as to amount or position;
- (t) “Foreman” means an employee who is in charge of the employees in an establishment or in a department of an establishment, who exercises disciplinary control over such employees and who is responsible for the efficient performance by them of their duties;
- (u) “Grade I employee” means an employee who is engaged in any one or more of the following duties or operations:—
- (1) Hand dipping or hand coating in or with chocolate or fourée;
 - (2) operating a chocolate enrobing machine;
 - (3) operating a chocolate neapolitan machine;
 - (4) operating a liquorice extruder;
 - (5) operating a lozenge cutting and stamping machine;
 - (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;
 - (7) operating a moulding machine and for the purposes of this definition a moulding machine means a machine in which the shape of the individual sweet is given to it by the pouring of liquid sweet material into permanent moulds of the shape concerned;
 - (8) operating a packet making and filling machine;
 - (9) operating a power-driven paper or board guillotine;
 - (10) operating a power-driven scoring machine;
 - (11) operating a starch or master mogul machine;
- (v) “Grade I employee, qualified,” means a Grade I employee who has had not less than eighteen months’ experience;
- (w) “Grade I employee, unqualified,” means a Grade I employee who has had less than eighteen months’ experience;
- (x) “grade II employee” means an employee who is engaged in any one or more of the following duties or operations:—
- (1) Assembling orders;
 - (2) boiling sugar;
 - (3) building up, shaping, striping or decorating boiled goods, paste goods, or toffees;
 - (4) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition “labourer”;
 - (5) crystallising;
 - (6) cutting to size or crushing fruit or other raw materials;
 - (7) depositing sweets into starch;
 - (8) feeding or pouring ingredients, including syrup, into revolving pans;

- (9) masjiene voer, uitgesonderd die voer wat uitdruklik in die woordskrywing van „arbeider” genoem word;
 - (10) houters, uitgesonderd op 'n gestelde skaal, vul en weeg;
 - (11) lekkergoed versier deur dit met 'n vurk of die vinger of andersins te merk;
 - (12) met die hand indoop of bedek, uitgesonderd dié in die woordskrywing van „werknemer, graad I”, genoem;
 - (13) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate inwerk of invoeg, uitgesonderd in sjokolade of fourée;
 - (14) kartondose maak, uitgesonderd opvoubare dose uit plat materiaal vou;
 - (15) stroop onder toesig maak;
 - (16) lekkergoed of lekkergoedmassa met die hand vorm, fatsoeneer, uit die vorm haal of daarin gooi, uitgesonderd dié werksaamhede in item 37 van die woordskrywing van „arbeider” genoem;
 - (17) enige kragmasjiene bedien, uitgesonderd 'n masjien wat in die woordskrywing van „werknemer, graad I”, genoem word;
 - (18) goedere vir voorraad inpak, uitgesonderd ingepakte artikels van eenderse grootte en getal in houters plaas wat spesiaal vervaardig is om hulle te bevat;
 - (19) lekkergoed met die hand in houters verpak volgens getal, grootte, gewig, rangskikking of soort;
 - (20) voorberei en meng, uitgesonderd dié werksaamhede wat by die woordskrywing van „arbeider” ingesluit is;
 - (21) klaargemaakte geursels ingooi;
 - (22) deeg, pasta of ander preparate van suiker of sjokolade uittrek, laat loop, rol, sny of stempel;
 - (23) kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook sonder om verantwoordelik te wees vir die graad van rooster of kook;
 - (24) sakkies of pakkies van sellulosefilm verseël;
 - (25) neute of vrugte afdop, ontpit, skil of droog;
 - (26) plaatwerk wat nie elders spesifiek in dié klousule genoem word nie;
 - (27) lekkergoed sorteer, uitgesonderd sortering wat die werksaamhede meebring wat in item 21 van die woordskrywing van „arbeider”, genoem word;
 - (28) van die vervoerband of 'n sjokoladedekmasjiene af wegneem;
 - (29) 'n hand- of voetaangedrewe papier- of kartonsnymes gebruik;
 - (30) 'n hand- of voetaangedrewe kerfmasjiene bedien;
 - (31) die kiem uit kakaoboontjies wan of verwyder;
 - (32) weeg, uitgesonderd volgens 'n gestelde skaal, of meet, uitgesonderd volgens of met vasgestelde mate;
 - (33) kisties of pakkette toedraai;
 - (34) lekkergoed met die hand toedraai;
- (y) „werknemer, graad II, gekwalifiseer” ’n werknemer, graad II, met minstens twaalf maande ondervinding;
- (z) „werknemer, graad II, ongekwalifiseer” ’n werknemer, graad II, met minder as twaalf maande ondervinding;
- (aa) „groepleier” ’n werknemer wat onder toesig van 'n voorman of assistent-voorman toesig het en toesig hou oor die werk van 'n groep werknemers, graad I of graad II;
- (bb) „aansporingsloonwerk” enige stelsel van werk waarvolgens 'n werknemer se besoldiging afhang van die hoeveelheid of opbrengs van werk wat hy verrig;
- (cc) „arbeider” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—
- (1) Posseëls op briewe, pakkette of ander artikels plak vir versending deur die pos of 'n frankemasjiene wat met die hand bedien word, gebruik;
 - (2) houtkiste met die hand aanmeekaarsit uit stelde planke of klaargemaakte karton- of veselbordkiste of soortgelyke houters met die hand opbou;
 - (3) 'n ambagsman of instandhouer behulpsaam wees deur artikels of gereedskap vas te hou of deur op 'n ander wyse met hom saam te werk, uitgesonderd die selfstandige gebruik van gereedskap van enige geskoolde ambag;
 - (4) artikels dra, oplig of stapel of artikels of voertuie verskuif, uitgesonderd enige kragtoestel gebruik;
 - (5) rantsoene kook of tee of dergelyke drankie vir werknemers of sy werkgewer maak;
 - (6) briewe, boodskappe of goedere aflewer deur gebruik te maak van voertuie genoem in bepaling (ii) van klousule 4 (1) of nie;
 - (7) panne, sjokoladedeketels, tempermasjiene, raffineerders, braaimasjiene, wankasjiene, vormmasjiene of meule leegmaak;
 - (8) stysel in „buck”-masjiene voer;
 - (9) masjiene vul of leegmaak;
 - (10) briewe vou of in koerte plaas;
 - (11) tuinwerk, d.w.s. plantwerk onder toesig, spit, hark, gras sny of natmaak of tuingrond meng of strooi of heinings snoei of paaie of paadjies skoonmaak of vee;
 - (12) kampongs, latrines, stalle, buitegeboue of soortgelyke geboue of bouwerke afwit of ontsmet;
 - (13) laai of aflaai;
 - (14) vuur maak en aan die brand hou of afval of as verwyder;
 - (15) kiste, houters, sakke of ander houters merk, brandmerk, sjabloneer of etiketteer;
 - (16) feeding machines, other than feeding specifically mentioned in the definition “labourer”;
 - (17) filling and weighing containers other than to set scale;
 - (18) finger marking or fork marking or otherwise decorating sweets;
 - (19) hand dipping or hand coating, other than that mentioned in the definition “Grade I employee”;
 - (20) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourée;
 - (21) making cardboard boxes other than by folding or collapsible boxes from the flat;
 - (22) making syrup, under supervision;
 - (23) moulding, shaping, demoulding or pouring sweets or sweet mass (other than as referred to in item 37 of the definition “labourer”);
 - (24) operating any power-driven machine, other than a machine mentioned in the definition “Grade I employee”;
 - (25) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
 - (26) packing sweets into containers by hand according to number, size, weight, arrange or type;
 - (27) preparing or mixing other than in operations included in the definition “labourer”;
 - (28) pouring ready-mixed flavours;
 - (29) pulling, running, rolling, cutting or stamping dough paste, or other preparations of sugar or chocolate;
 - (30) roasting or boiling cocoa beans, nuts, fruit, or other raw materials without responsibility for the degree of the roasting or boiling;
 - (31) sealing packets or bags of cellulose film;
 - (32) shelling, stoning, peeling or drying nuts or fruit;
 - (33) slab work, not elsewhere specifically mentioned in this clause;
 - (34) sorting sweets other than involving the operation referred to in item (21) of the definition “labourer”;
 - (35) taking off from the conveyor belt of a chocolate enrober;
 - (36) using a hand or foot operated paper or board guillotine;
 - (37) using a hand or foot operated scoring machine;
 - (38) winnowing or removing the germ from cocoa beans;
 - (39) weighing, other than to set scale, or measuring other than to or with fixed measure;
 - (40) wrapping boxes or parcels;
 - (41) wrapping sweets by hand;
- (y) “Grade II employee, qualified,” means a Grade II employee who has had not less than twelve months’ experience;
- (z) “Grade II employee, unqualified,” means a Grade I employee who has had less than twelve months’ experience;
- (aa) “group leader” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of Grade I or Grade II employees;
- (bb) “incentive rates work” means any system under which an employee’s remuneration is based on the quantity or output of work done;
- (cc) “labourer” means an employee who is engaged in any one or more of the following duties or operations:—
- (1) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;
 - (2) assembling wooden boxes from shooks by hand or assembling or setting up by hand ready-made cardboard or fibre board boxes or similar containers;
 - (3) assisting an artisan or a maintenance man by holding articles or tools or otherwise working with him other than by the independent use of tools of an skilled trade;
 - (4) carrying, lifting or stacking articles or moving articles or vehicles other than by the use of any power-driven device;
 - (5) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 - (6) delivering letters, messages or goods, with or without any of the vehicles mentioned in provision (ii) of clause 4 (1);
 - (7) emptying pans, chocolate kettles, tempering machine refiners, roasting machines, moulding machines, winnowing machines or mills;
 - (8) feeding starch into “buck” machines;
 - (9) filling machines or taking off from machines;
 - (10) folding or enveloping mail;
 - (11) gardening work, i.e. planting under supervision, digging, raking, mowing or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
 - (12) lime-washing or disinfecting compounds, latrine stables, outbuildings or similar buildings or structures;
 - (13) loading or unloading;
 - (14) making or maintaining fires or removing refuse or ashes;
 - (15) marking, branding, stencilling or labelling boxes, bags or other containers;

- (16) masjiene of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (17) kiste, sakke of ander houers oop- of toemaak;
- (18) 'n hysbak of goederhyser bedien;
- (19) verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal vervaardig is om hulle te bevat;
- (20) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;
- (21) gebreekte lekkergoed of lekkergoedbrokkies of afsnyls verwyder;
- (22) vreemde stof met die hand uit neute of kakao-boontjies verwyder anders as deur dit te was;
- (23) bestanddele in stoom- of ander panne roer, met uitsondering van die aflees van termometers of die reëling van die stoomdruk;
- (24) diere inspan, uitspan of hulle oppas;
- (25) die slinger van 'n handmasjiene draai, of die pedaal van 'n trapmasjiene trap;
- (26) rubber- of ander stempels gebruik waar geen keuse of oordeel nodig is nie;
- (27) persele of diere of masjinerie, bakke, panne, blikke, dose, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of op 'n ander wyse skoonmaak;
- (28) volgens 'n gestelde skaal weeg of herhaaldelik meet volgens of met 'n vasgestelde maat;
- (29) papier, sellulosefilm of soortgelyke materiaal volgens vasgestelde maat met die hand sny;
- (30) lekkergoed met die hand sny;
- (31) bakke wat stysel, klapper, vermicelli of soortgelyke stowwe bevat, met die hand vul, gelykmaak of leegmaak;
- (32) massahouers vul of leegmaak of klaargemaakte lekkergoed in massa meng;
- (33) met die hand hardmaak;
- (34) lekkergoed, uitgesonderd sjokolade, met die hand skei, losmaak of breek;
- (35) lekkers of ander stowwe, op vervoerbande, uitgesonderd 'n sjokoladedekmasjiene, plaas of lekkergoed of ander stowwe van sulke vervoerbande afhaal;
- (36) stysel van lekkergoed verwyder met lugblaser, handsif of borsel of stysel met die hand sif;
- (37) lekkergoed van bakke waarin dit gevorm is, afhaal;
- (38) met die hand skuur;
- (dd) „wet” ook die gemene reg;
- (ee) „instandhouer” 'n werknemer, uitgesonderd 'n ambagsman, wat persele, masjinerie, installasies, meubels of ander uitrusting in orde hou en wat houtbakke kan maak en enige werk verrig wat in verband staan met die installering van masjinerie;
- (ff) „motorvoertuig” uitgesonderd soos beskryf in die woordomskriving van „arbeider”, enige voertuig wat meganies aangedryf word en gebruik word vir die vervoer of aflewering van goedere; dit sluit ook 'n voorhaker in;
- (gg) „nagskof” enige tydperk van werk wat vir die grootste gedeelte tussen die ure 6 n.m. en 7 v.m. verrig word;
- (hh) „n masjiene bedien” ook die versorging, stopsit of aansit van die masjiene en dit kan die voer, volmaak, daarvan afneem of daaruit neem, omvat;
- (ii) „deeltydse motorvoertuigdrywer” 'n werknemer wat 'n motorvoertuig vir hoogstens twee uur altesaam op enige dag dryf;
- (jj) „besoldiging” dieselfde as in die Wet;
- (kk) „gestelde skaal” 'n skaal wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike weeg van goedere slegs volgens een gewig, maar, omvat nie 'n veerskaal nie;
- (ll) „korttyd” 'n tydelike vermindering van die getal gewone werke as gevolg van 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende instorting van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodgeval of slappe in die bedryf of tekort aan grondstowwe;
- (mm) „stoorman” 'n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en wat verantwoordelik is vir die ontvang, bêre, verpakking of uitpak van goedere in 'n stoor of pakhuis of die aflewering van goedere vanuit 'n stoor of pakhuis aan die verbruikersafdelings in 'n inrigting of vir versending;
- (nn) „lekkergoedmaker” 'n werknemer wat aan die bestuur of 'n voorman verantwoordelik is vir toesig oor die werksaamhede en die graad waarin die werksaamhede toegepas word, betrokke by—
 - (a) die maak van 'n lekkergoedmassa in enige kooktoestel;
 - (b) die behandeling van 'n lekkergoedmassa met inbegrip van kleur en geur, die byvoeging van speserye, neute, vrugte of ander bestanddele totdat die lekkergoedmassa finaal gereed is om toegedraai, ingegooi, gesny of gefatsoeneer of andersins vervaardig te word;
 - (c) kakao-boontjies of neute rooster, wan of kook, of sjokolade (uitgesonderd die smelt van klaargemaakte bedekking) verwerk totdat dit gereed is om gebruik te word om ingedoopt, bedek of gevorm, ingegooi toegedraai of andersins gefabriseer te word;
 - (d) panwerk;
 - (e) gekondenseermelk maak; of
 - (f) konfyt maak;

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

- (16) oiling or greasing machinery or vehicles, other than motor vehicles;
- (17) opening or closing boxes, bags, sacks, or other containers;
- (18) operating a hoist or goods lift;
- (19) placing packed articles of uniform size and number into containers specially made to contain them;
- (20) removing, emptying, cleaning or replacing sanitary pails;
- (21) removing broken sweets, sweet fragments or cut-offs;
- (22) removing foreign matter from nuts or cocoa beans by hand other than by washing;
- (23) stirring ingredients in steam or other pans, excluding the reading of thermometers or regulating steam pressure;
- (24) tending, harnessing or unharnessing animals;
- (25) turning the handle of a hand operated machine or pressing the pedal of a foot operated machine;
- (26) using rubber or other stamps, when no selection or discretion is involved;
- (27) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
- (28) weighing to a set scale or repetition measuring to or with a fixed measure;
- (29) cutting paper, cellulose film or similar material by hand to set measure;
- (30) cutting sweets by hand;
- (31) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli, or similar materials;
- (32) filling or emptying bulk containers or mixing finished sweets in bulk;
- (33) hardening by hand;
- (34) loosening, breaking or separating sweets (other than chocolates) by hand;
- (35) putting sweets or materials onto conveyor belts, other than chocolate enrober, or taking off sweets or materials from such belts;
- (36) removing starch from sweets by air blower, hand sieve or brush or sieving starch by hand;
- (37) removing sweets from trays in which they were moulded;
- (38) sanding by hand;
- (dd) „law” includes the common law;
- (ee) „maintenance man” means an employee, other than an artisan, engaged in keeping in repair premises, machinery, plant, furniture or other equipment, and who may make wooden trays and perform any work connected with the installation of machinery;
- (ff) „motor vehicle”, except in the definition „labourer”, means any mechanically propelled vehicle used for the conveyance or delivery of goods and includes a mechanical horse;
- (gg) „night shift” means any period of work, the major portion of which falls between 6 p.m. and 7 a.m.;
- (hh) „operating a machine” includes tending, starting and stopping the machine and may include the feeding, filling, taking off or withdrawing;
- (ii) „part-time motor vehicle driver” means an employee who is engaged as a driver of a motor vehicle for not more than two hours in the aggregate of any day;
- (jj) „remuneration” shall have the same meaning as in the Act;
- (kk) „set scale” means a scale which has been set by an employee, other than a labourer, for the repetition weighing of goods to only one weight, but does not include a spring scale;
- (ll) „short-time” means a temporary reduction in the number of ordinary hours of work owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency or owing to slackness of trade or shortage of raw materials;
- (mm) „storeman” means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;
- (nn) „sweetmaker” means an employee who is responsible to the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—
 - (a) the making of a sweet mass in any cooking vessel;
 - (b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;
 - (c) the roasting, winnowing or boiling of cocoa beans or nuts or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or formed, poured, wrapped, or otherwise fabricated;
 - (d) panning;
 - (e) the making of condensed milk; or
 - (f) the making of jam;

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

- (oo) „lekkergoedmaker, gekwalifiseer” ’n lekkergoedmaker met minstens vyf jaar ondervinding;
- (pp) „lekkergoedmaker, ongekwalifiseer” ’n lekkergoedmaker met minder as vyf jaar ondervinding;
- (qq) „Lekkergoednywerheid” sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in inrigtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en omvat—

- (a) die vervaardiging van enige kommoditeit of bestanddele wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en
- (b) alle bedrywighede en werksaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeite of bestanddele wat deur engeen van die werkgewers van sulke werknemers beoefen word;
- (c) „Produksieafdeling van die Lekkergoednywerheid” daardie afdeling van die Lekkergoednywerheid waar grondstowwe verwerk en werksaamhede met die hand of ’n masjien verrig word vir die maak van lekkergoed, en hierby is inbegrepe engeen van of al die volgende werksaamhede wat in of in verband met dié afdeling gedoen word:—

- (1) Goedere vir voorraad verpak;
- (2) artikels in houters verpak of plaas;
- (3) pakkies of sakke toemaak;
- (4) lekkergoed sorteer;
- (5) papier- of kartonsnymasjien of kerfmasjien bedien;
- (6) weeg of meet;
- (7) lekkergoed, kissies of pakkette toedraai;
- (8) houtkissies of ander houters maak of aanmekaarsit;
- (9) artikels dra, oplaag, stapel of verskuif;
- (10) kissies, sakke of ander houters merk, brandmerk, sjabloneer of etiketteer;
- (11) kissies, sakke of ander houters oop- of toemaak;
- (12) ’n hysbak of goederhyser bedien;
- (13) persele of diere of masjinerie, bakke, panne, blikke, kissies, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of andersins skoonmaak;
- (14) papier, sellulosefilm- of soortgelyke materiaal sny;
- (15) bestellings bymekaarmaak;
- (16) laai of aflaai;
- (17) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (18) in die stoomketel of stoomketels vuurmaak en die waterstand en stoomdruk daarvan in stand hou;
- (19) geboue, masjinerie, installasies, meubels of ander uitrustings installeer, verwyder en onderhou;
- (20) goedere in ’n stoor of pakhuis ontvang en/of bêre of goedere uit ’n stoor of pakhuis aan die verbruikersafdelings in ’n inrigting aflewer of goedere versend, en sluit in alle klerklike pligte wat daarby hoort;
- (21) werknemers se kiere en/of artikels in ’n verkleedkamer ontvang, bêre en uitreik;
- (22) goedere met ’n motorvoertuig of ander motor-aangedrewe voertuig aflewer;
- (23) persele of ander eiendom bewaak;

- (rr) „sleepwa” ’n vervoermiddel wat deur ’n motorvoertuig getrek word;
- (ss) „onbelaste gewig” die gewig van ’n motorvoertuig of sleepwa soos uitgedruk in ’n lisensie of sertifikaat wat ten opsigte van die motorvoertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;
- (tt) „loon” daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure;
- (uu) „wag” ’n werknemer wat persele of ander eiendom bewaak;
- (vv) „militêre opleiding” ononderbroke opleiding wat ’n werknemer ingevolge artikel een-en-twintig (1) gelees met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet meemaak, maar uitgesonderd opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet verkies om mee te maak of enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om mee te maak.

(2) Vir die toepassing van hierdie Ooreenkoms word dit beskou dat ’n werknemer tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

- (oo) „sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;
- (pp) „sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;
- (qq) „Sweetmaking Industry” means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are factories for the purposes of the Factories, Machinery and Building Work Act, 1941, and includes—

- (a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
- (b) all activities and operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients, carried on by any of the employers of such employees;
- (c) „Production Section of the Sweetmaking Industry” means that section of the Sweetmaking Industry in which raw materials are processed and operations are performed by hand or machine for the purpose of making sweets, and shall include any or all of the following operations performed in or in connection with such section:—

- (1) Packing goods for stock;
- (2) packing or placing articles into containers;
- (3) sealing packets or bags;
- (4) sorting sweets;
- (5) operating paper or board guillotine or scoring machine;
- (6) weighing or measuring;
- (7) wrapping sweets, boxes or parcels;
- (8) making or assembling wooden boxes or other containers;
- (9) carrying, lifting, stacking or moving articles;
- (10) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;
- (11) opening or closing boxes, bags, sacks or other containers;
- (12) operating a hoist or goods lift;
- (13) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
- (14) cutting paper, cellulose film or similar material;
- (15) assembling orders;
- (16) loading or unloading;
- (17) oiling or greasing machinery or vehicles other than motor vehicles;
- (18) firing of the boiler or boilers and maintaining the water level and steam pressure thereof;
- (19) installing, removing and keeping in repair buildings, machinery, plant, furniture or other equipment;
- (20) receiving and/or storing of goods in a store or warehouse or delivering of goods from a store or warehouse to the consuming departments in an establishment or despatching of goods and shall include any clerical duties incidental thereto;
- (21) receiving, storing and issuing of employees’ clothing and/or articles in a changeroom;
- (22) delivering of goods by means of a motor vehicle or other motor-propelled vehicle;
- (23) guarding of premises or other property;

- (rr) „trailer” means any conveyance drawn by a motor vehicle;
- (ss) „unladen weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;
- (tt) „wage” means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work;
- (uu) „watchman” means an employee engaged in guarding premises or other property;
- (vv) „military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo.

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

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elk van ondergenoemde klasse werknemers moet betaal, is soos hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers.*

	Per week.
	£ s. d.
Ambagsman	8 0 0
Assistent-versendingsklerk	4 10 0
Assistent-voorman, vroulik	5 10 0
Assistent-voorman, manlik	7 10 0
Assistent-stoorman	4 10 0
Kleedkamerbediende	2 15 0
Versendingsklerk, vroulik	5 10 0
Versendingsklerk, manlik	7 0 0
Voorman, vroulik	6 10 0
Voorman, manlik	9 0 0
Werknemer, graad I, gekwalifiseer	3 10 0
Werknemer, graad I, ongekwalifiseer:	
Gedurende eerste drie maande ondervinding	1 15 0
Gedurende tweede drie maande ondervinding	2 0 0
Gedurende derde drie maande ondervinding	2 5 0
Gedurende vierde drie maande ondervinding	2 10 0
Gedurende vyfde drie maande ondervinding	2 15 0
Gedurende sesde drie maande ondervinding	3 0 0
Werknemer, Graad II, gekwalifiseer	2 17 6
Werknemer, Graad II, ongekwalifiseer:	
Gedurende eerste drie maande ondervinding	1 15 0
Gedurende tweede drie maande ondervinding	2 0 0
Gedurende derde drie maande ondervinding	2 5 0
Gedurende vierde drie maande ondervinding	2 10 0
Groepleier	4 0 0
Instandhouer	5 15 0
Stoorman, vroulik	5 10 0
Stoorman, manlik	7 0 0
Lekkergoedmaker, gekwalifiseer	8 0 0
Lekkergoedmaker, ongekwalifiseer:	
Gedurende die eerste ses maande ondervinding	1 15 0
Gedurende die tweede ses maande ondervinding	2 7 6
Gedurende die derde ses maande ondervinding	3 0 0
Gedurende die vierde ses maande ondervinding	3 12 6
Gedurende die vyfde ses maande ondervinding	4 5 0
Gedurende die sesde ses maande ondervinding	4 17 6
Gedurende die sewende ses maande ondervinding	5 10 0
Gedurende die agtste ses maande ondervinding	6 2 6
Gedurende die negende ses maande ondervinding	6 15 0
Gedurende die tiende ses maande ondervinding	7 7 6
Drywer van motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens getrek deur dié voertuig—	
(i) hoogstens 6,000 lb. is	4 5 0
(ii) meer as 6,000 lb. is	5 5 0
Deeltydse voertuigdrywer	2 5 0
Keteloppasser	2 13 6
Drywer van 'n voertuig wat deur diere getrek word	2 9 6
Arbeider, vroulik:	
18 jaar en ouer	1 13 6
onder 18 jaar	1 5 0
Arbeider, manlik:	
18 jaar en ouer	2 6 6
onder 18 jaar	1 11 6
Wag	2 13 6

(b) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag se diens minstens die weekloon betaal word, of in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te verrig, deur vyf of ses gedeel, na gelang hy in 'n inrigting werksaam is wat 'n week van onderskeidelik vyf of ses dae per week werk, plus tien persent: Met dien verstande dat—

- die loon van 'n arbeider wat vir enige tydperk in 'n week verplig of toegelaat word om sanitêre emmers te verwyder, leeg te maak, skoon te maak of te vervang, ten opsigte van daardie week minstens die loon moet wees wat voorgeskryf is vir 'n manlike arbeider van 18 jaar en ouer, plus twee sjelings en ses pennies;
- die minimum loon van 'n arbeider wat vir enige tydperk in 'n week verplig of toegelaat word om briewe, boodskappe of goedere deur middel van 'n motorfiets, motordriewiel of 'n motorfiets met sySPAN of 'n fiets met 'n hulpmotor af te lewer, ten opsigte van daardie week met minstens sewe sjelings en ses pennies verhoog moet word; en
- die minimum loon van 'n arbeider wat vir enige tydperk in 'n week verplig of toegelaat word om een of meer van die pligte of werksaamhede na te kom, wat in items (29) tot en met (38) van die woordomskriving van „arbeider” genoem word ten opsigte van daardie week met minstens vyf sjelings verhoog moet word.

4. REMUNERATION.

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

(a) *Employees other than casual employees.*

	Per Week.
	£ s. d.
Artisan	8 0 0
Assistant despatch clerk	4 10 0
Assistant foreman, female	5 10 0
Assistant foreman, male	7 10 0
Assistant storeman	4 10 0
Cloakroom attendant	2 15 0
Despatch clerk, female	5 10 0
Despatch clerk, male	7 0 0
Foreman, female	6 10 0
Foreman, male	9 0 0
Grade I employee, qualified	3 10 0
Grade I employee, unqualified:—	
During first three months of experience	1 15 0
During second three months of experience	2 0 0
During third three months of experience	2 5 0
During fourth three months of experience	2 10 0
During fifth three months of experience	2 15 0
During sixth three months of experience	3 0 0
Grade II employee, qualified	2 17 6
Grade II employee, unqualified:—	
During first three months of experience	1 15 0
During second three months of experience	2 0 0
During third three months of experience	2 5 0
During fourth three months of experience	2 10 0
Group leader	4 0 0
Maintenance man	5 15 0
Storeman, female	5 10 0
Storeman, male	7 0 0
Sweetmaker, qualified	8 0 0
Sweetmaker, unqualified:—	
During first six months of experience	1 15 0
During second six months of experience	2 7 6
During third six months of experience	3 0 0
During fourth six months of experience	3 12 6
During fifth six months of experience	4 5 0
During sixth six months of experience	4 17 6
During seventh six months of experience	5 10 0
During eighth six months of experience	6 2 6
During ninth six months of experience	6 15 0
During tenth six months of experience	7 7 6
Driver of motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 6,000 lb.	4 5 0
(ii) exceeds 6,000 lb.	5 5 0
Part-time vehicle driver	2 5 0
Boiler attendant	2 13 6
Driver of an animal-drawn vehicle	2 9 6
Labourer, female:—	
18 years of age and over	1 13 6
under 18 years of age	1 5 0
Labourer, male:—	
18 years of age and over	2 6 6
Under 18 years of age	1 11 6
Watchman	2 13 6

(b) *Casual Employee.*—A casual employee shall be paid for each day or part of a day of employment, not less than the weekly wage, or in the case of a rising scale, the weekly wage of a qualified employee, prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by five or six, depending on whether he is employed in an establishment which observes a five-day week or a six-day week, respectively, plus ten per cent: Provided—

- that the wage of a labourer who for any period in any week is required or permitted to remove, empty, clean or replace sanitary pails shall in respect of that week be not less than the wage prescribed for a male labourer of the age of 18 years and over, plus the sum of two shillings and sixpence;
- that the minimum wage of a labourer who for any period in any week is required or permitted to deliver letters, messages or goods by means of a motor cycle, motor tricycle or a motor cycle-sidecar combination or a bicycle with an auxiliary motor shall in respect of that week be increased by not less than the sum of seven shillings and sixpence; and
- that the minimum wage of a labourer who for any period in any week is required or permitted to perform any one or more of the duties or operations mentioned in items (29) to (38) inclusive, of the definition „labourer” shall in respect of that week be increased by not less than the sum of five shillings,

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

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

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

in subklousule (1) voorgeskryf word, moet daardie werknemer ten opsigte van daardie dag soos volg betaal:—

- (i) In die geval genoem in paragraaf (a), minstens die daaglikse besoldiging bereken op die hoër weekloonskaal; en
- (ii) in die geval genoem in paragraaf (b) minstens die daaglikse besoldiging bereken op die hoogste weekloonskaal van toepassing op gekwalifiseerde werknemers van die hoër klas van dieselfde geslag;

Met dien verstande dat indien die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag gebaseer is, die bepalinge van hierdie subklousule nie van toepassing is nie.

(4) *Nagskofbesoldiging*.—'n Werknemer wat nagskof werk, moet vir elke sodanige skof minstens sy dagloon plus twintig persent betaal word, met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n wag of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoelingsinstallasie of die opwekking van hitte stoom of elektrisiteit.

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

- (i) vyf, in die geval van 'n werknemer wat 'n week van vyf dae werk;
- (ii) ses, in die geval van 'n werknemer wat 'n week van ses dae werk;
- (iii) sewe, in die geval van 'n werknemer wat 'n week van sewe dae werk;

(b) Die maandloon van 'n werknemer word bereken teen die skaal van vier en 'n derde maal sy weekloon;

(c) Die weekloon van 'n maandwerknemer word bereken deur sy maandloon deur vier en 'n derde te deel.

(6) Niks in hierdie Ooreenkoms kan die loon verminder wat, onmiddellik voordat hierdie Ooreenkoms van krag geword het, aan 'n werknemer betaal is of waarop 'n werknemer op daardie datum geregtig was, terwyl hy by dieselfde werkgever in diens bly nie.

5. BETALING VAN BESOLDIGING.

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

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

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

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

(5) *Etes en huisvesting*.—Behoudens soos bepaal in die Natu-
relle (Stadsgebiede) Konsolidasiewet, 1945, kan 'n werkgever nie sy werknemer verplig om van hom of van 'n persoon of plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, spaar-, bystand- of pensioenfondse;
- (b) uitgesonderd waar dit anders in hierdie Ooreenkoms bepaal is, kan van 'n werknemer se loon, wanneer hy van sy werk afwesig is, behalwe wanneer dit op las of versoek van sy werknemer geskied, 'n aftrekking gedoen word in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loon wat so 'n werknemer ontvang ten opsigte van sy gewone werkure ten tye daarvan.
- (c) 'n aftrekking van enige bedrag wat 'n werkgever kragtens enige wet of bevel van 'n bevoegde hof vereis of toegelaat word om te doen;

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

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

- (a) a 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 applicable to qualified employees of higher class of the same sex;

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

(4) *Night Shift Remuneration*.—An employee employed on night shift shall be paid for each such shift not less than his daily wage plus twenty per cent; provided that this sub-clause shall not apply to a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of heat, steam or electricity.

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of an employee who works a six-day week;
- (iii) seven, in the case of an employee who works a seven-day week.

(b) The monthly wage of an employee shall be calculated at the rate of four and a third times his weekly wage.

(c) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and a third.

(6) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled, at the date of the commencement of this Agreement, whilst such employee is employed by the same employer.

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

- (d) wanneer 'n werknemer toestem of van hom ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, vereis, word om etes of huisvesting van sy werkgever aan te neem, kan 'n aftrekking gemaak word wat nie die bedrae; hieronder aangegee, te bowe gaan nie:—

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

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

- in die geval van korttyd wat ontstaan deur 'n slapte in die bedryf of tekort aan grondstowwe tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - in die geval van korttyd wat ontstaan deur 'n algemene onklaarraking van installasie of masjinerie of instorting of dreigende instorting van geboue weens 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (f) 'n aftrekking vir enige geld wat 'n werkgever aan sy werknemer geleen het: Met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie;
- (g) behoudens die bepalinge van subklousule (4), met die skriftelike verlof van sy werknemer; 'n aftrekking van enige bedrag aan sy werkgever verskuldig vir goedere van hom gekoop deur sy werknemer: Met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie;
- (h) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Gelofte-dag, Hemelvaartsdag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van 'n bedrag gelyk met sy dagloon: Met dien verstande dat as daar op versoek van die werkgever geen werk op so 'n onbetaalde openbare vakansiedag gedoen word nie, geen aftrekking van die lewenskostetoelae ten opsigte van die dag gedoen mag word nie;
- (i) bydraes ingevolge klousule 17 van hierdie Ooreenkoms;
- (j) aftrekkings ingevolge klousule 20 van hierdie Ooreenkoms.

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

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

- In die geval van 'n inrigting wat 'n week van ses dae werk—
 - ses-en-veertig per week; en
 - behoudens subparagraaf (i) hiervan, agt uur per dag, tensy die ure een dag hoogstens vyf is, en in hierdie geval mag die ure op enige ander dae hoogstens agt en 'n half wees;
- in die geval van 'n inrigting wat vyf dae per week werk—
 - ses-en-veertig per week van Maandag tot en met Vrydag; en
 - behoudens subparagraaf (1) hiervan, nege en 'n kwart uur per dag.

(2) Die gewone werkure van 'n los werknemer mag hoogstens nege uur per dag wees in 'n inrigting wat vyf dae per week werk of agt uur per dag in 'n inrigting wat ses dae per week werk.

(3) *Etenspouse.*—'n Werkgever kan nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk nie sonder een etenspouse van minstens een uur waarin nie van die werknemer vereis of hy toegelaat mag word om te werk nie, en dié pouse moet nie as deel van die gewone werkure of oortydure gereken word nie: Met dien verstande dat—

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

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

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

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

	Per Week:	Per Month:
	s. d.	s. d.
Board	4 0	17 4
Lodging	2 0	8 8
Board and lodging	6 0	26 0

- (e) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by forty-six, provided that such deduction shall not exceed one-fourth of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—

- in the case of short-time arising out of slackness of trade or shortage of raw materials unless the employer has given his employee not less than twenty-four hours' notice of his intention to reduce the ordinary hours of work;
 - in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction for any money lent by an employer to his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- (g) subject to the provisions of sub-clause (4), with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- (h) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, the Day of the Covenant, Ascension Day and Christmas Day on which an employee is permitted not to work, of an amount equal to his daily wage; provided that where no work is performed on such unpaid public holiday at the request of the employer no deduction shall be made from the cost of living allowance in respect of such day.
- (i) contributions in terms of clause 17 of this Agreement;
- (j) deductions in terms of clause 20 of this Agreement.

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—

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

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

- periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;
- a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this sub-clause not to have worked during such interval.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

(7) *Beperking van oortyd*.—'n Werkgewer moet nie van sy werknemers vereis of hulle toelaat om langer as die volgende tydperke oortyd te werk nie:—

- (a) Twee uur op enige dag: Met dien verstande dat in die geval van 'n werknemer wat 'n week van vyf dae werk, vier uur oortyd op 'n Saterdag gewerk kan word;
- (b) ses uur in enige week.

(8) *Vroulike werknemers*.—Ondanks andersluidende bepalings in subklousules (1) tot en met (7) mag 'n werkgewer 'n vroulike werknemer nie verplig of toelaat om—

- (a) tussen 6 nm. en 6 vm. te werk nie;
- (b) op meer as vyf dae per week na 1 nm. te werk nie;
- (c) meer as twee uur oortyd per dag werk nie, uitgesonderd dat 'n werknemer wat 'n week van vyf dae werk op Saterdag vier uur oortyd mag werk;
- (d) op meer as drie opeenvolgende dae oortyd te werk nie;
- (e) op meer as sestig dae per jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werke meer as een uur oortyd per dag te werk nie, tensy hy die werknemer—

- (i) voor die etenspouse van daardie dag daarvan in kennis gestel het; of
- (ii) van 'n toereikende ete voorsien het voordat sy met oortyd moet begin; of
- (iii) minstens twee sjellings en ses pennies betaal het met genoeg tyd of haar in staat te stel om 'n maaltyd te nuttig voordat sy met oortyd begin.

(9) *Oortydbetaling*.—(a) 'n Werkgewer moet sy werknemer, uitgesonderd 'n los werknemer, wat oortyd werk minstens een en 'n derde maal sy dagloon, gedeel deur ses-en-veertig, ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk is, betaal: Met dien verstande dat as oortyd soos bereken op 'n daaglikse basis verskil van oortyd op 'n weeklikse basis, die basis wat die meeste oortyd gedurende daardie week gee, aanvaar moet word.

(b) 'n Werkgewer moet aan sy los werknemer wat oortyd werk ten opsigte van elke uur of gedeelte van 'n uur oortyd wat hy op 'n dag gewerk het minstens een en 'n derde maal sy dagloon gedeel deur nege of agt, betaal, na gelang hy in 'n inrigting werk-saam is wat 'n week van vyf of ses dae werk.

(10) *Voorbehoudsbepalings*.—(a) Die bepalings van hierdie klousule is nie van toepassing op 'n wag of op 'n werknemer wat 'n loon van meer as £10. 10s. per week verdien nie.

(b) Die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werk-gewer sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens, by hom—

- (a) in die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae verlof toestaan;
- (b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae verlof toestaan;

en aan sodanige werknemers die volgende betaal:—

- (i) In die geval van 'n werknemer genoem in (a), minstens drie maal die weekloon waarop hy vanaf die eerste dag van die aanvang van die verlof geregtig is; en
- (ii) in die geval van 'n werknemer genoem in (b), minstens twee maal die weekloon waarop hy vanaf die eerste dag van die aanvang van die verlof geregtig is;

Met dien verstande dat die weekloon van 'n werknemer wat ingevolge klousule 10 (1) teen aansporingslone werk, bereken moet word op die grondslag wat in artikel *twintig* (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, uiteengesit is.

(2) Die verlof genoem in subklousule (1), moet toegestaan word op 'n tydstop wat die werkgewer vasstel: Met dien verstande dat—

- (i) as sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, toegestaan word, of, as die werkgewer en sy werknemer daaroor besluit het, kan die tydperk waarin sodanige verlof toegestaan moet word, verleng word tot 'n tydperk wat nie vier maande te bowe gaan nie, bereken vanaf die einde van die 12 maande diens waarop die verlof betrekking het;
- (ii) die verloftydperk nie moet saamval met siekteverlof wat ingevolge klousule 8 toegestaan word nie, ook nie met enige tydperk van militêre opleiding wat die werknemer verplig is om ingevolge die Verdedigingswet, 1957, mee te maak nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die verlof val, nog 'n dag ter vervanging van elkeen van dié dae by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet 'n bedrag, gelyk aan sy volle dagloon ontvang ten opsigte van elke dag wat so bygevoeg is;
- (iv) 'n werkgewer enige dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het en wat op sy werknemer se skriftelike versoek met volle besoldiging aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek.

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

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

- (a) two hours on any day; provided that in the case of an employee who works a five-day week four hours' overtime may be worked on a Saturday;
- (b) six hours in any week.

(8) *Female Employees*.—Notwithstanding anything to the contrary in sub-clauses (1) to (7), inclusive, an employer shall not require or permit a female employee to work—

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

- (i) given notice thereof to such employee before the meal interval of that day; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and partake of a meal before the overtime is due to commence.

(9) *Payment for Overtime*.—(a) An employer shall pay to his employee, other than a casual employee, who works overtime not less than one and a third times his daily wage divided by forty-six in respect of each hour or part of an hour overtime worked; provided that where in any week overtime calculated on a daily basis differs from overtime on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(b) An employer shall pay to his casual employee who works overtime not less than one and a third times his daily wage divided by nine or eight, depending on whether he is employed in an establishment which observes a five or six-day week, in respect of each hour or part of an hour overtime worked on any day.

(10) *Savings*.—(a) The provisions of this clause shall not apply to a watchman or an employee earning a wage of more than £10. 10s. per week.

(b) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on emergency work.

7. ANNUAL LEAVE.

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

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

and shall pay to such employee—

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

provided that the weekly wage of an employee who is engaged on incentive rates work in terms of clause 10 (1) shall be calculated on the basis set out in section *twenty* (5) of the Factories, Machinery and Building Work Act, 1941.

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

- (i) if such leave has not been granted earlier it shall be granted within two months after the completion of the twelve months of employment to which it relates, or, if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding four months reckoned from the completion of the twelve months of employment to which the leave relates;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military training which the employee is required to undergo under the Defence Act, 1957;
- (iii) if New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day falls within the period of such leave, another work day shall, for each such day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his full day's pay in respect of each such day added;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of annual leave relates.

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

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet op of voor die laaste werkdag voor die datum waarop die verlof begin, betaal word: Met dien verstande dat die werkgewer en die werknemer in die geval van maandelikse betaalde werknemers kan ooreenkom dat betaling vir enige gedeelte van die verlof wat binne die maand val wat volg op dié een waarin verlof 'n aanvang neem, tot die gewone betaaldag in sodanige daaropvolgende maand oorgehou word.

(5) 'n Werknemer wie se dienskontrak gedurende 'n tydperk van twaalf maande diens by dieselfde werkgewer eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van dié tydperk opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van dié dienstyd minstens onderstaande betaal word:—

- (a) In die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een kwart van die weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1) een-sesde van die weekloon;

wat hy onmiddellik voor die datum van dié beëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n eweredige aftrekking ten opsigte van 'n verloftyd wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) kan doen, en voorts met dien verstande dat 'n werknemer wat sy diens verlaat sonder die toestemming van sy werkgewer of sonder dat hy diens opgesê het soos voorgeskryf in klousule 13 en 'n diensopseggingstermyn uitgedien het of sonder 'n rede wat by wet as voldoende erken word, nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

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

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) met siekteverlof kragtens klousule 8 afwesig is;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) verplig is om militêre opleiding ingevolge die Verdedigingswet, 1957, mee te maak;

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

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

(8) (a) Ondanks enige andersluidende bepalinge in hierdie klousule kan 'n werkgewer sy inrigting op enige tydstep vir jaarlikse verlof sluit, dog hoogstens een keer in 'n tydperk van twaalf maande, vir veertien agtereenvolgende kalenderdae plus enige bykomende dae wat kragtens die derde voorbehoudsbepaling van subklousule (2) bygevoeg is.

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

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongesteldheid van sy werk afwesig is, onderstaande toestaan:—

- (a) In die geval van 'n werknemer wat 'n week van vyf dae werk, minstens twintig werkdag; en
- (b) in die geval van alle ander werknemers, minstens vier-en-twintig werkdag;

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

(4) *Leave Remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of the leave, provided that in the case of monthly paid employees the employer and the employee may agree to payment for any portion of leave falling within the month succeeding that during which leave is commenced being held over until the usual pay day in such succeeding month.

(5) An employee whose contract of employment terminates during any period of twelve months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth of the weekly wage;

he was receiving immediately before the date of such termination; provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee, who leaves his employment without the consent of his employer or without having given and served the period of notice prescribed in clause 13 or without cause recognised by law as sufficient, shall not be entitled to any payment by virtue of this sub-clause.

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

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

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training which he is required to do under the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year, and employment shall be deemed to commence—

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time but not more than once in any period of twelve months close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

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

8. SICK LEAVE.

(1) 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;

siekteverlof altesaam gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom en moet so 'n werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste vier-en-twintig opeenvolgende maande diens nie op siekteverlof met volle betaling teen 'n skaal van meer as een werkdag geregtig is ten opsigte van elke voltooide maand diens nie en onderworpe aan 'n maksimum van tien werkdag gedurende die eerste tydperk van twaalf maande diens en 'n verdere tien werkdag gedurende die tweede tydperk van twaalf maande diens ten opsigte van 'n werknemer genoem in subklousule (1) (a);
- (ii) 'n werkgever 'n werknemer kan verplig om 'n sertifikaat voor te lê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig alvorens hy enige bedrag uitbetaal wat ingevolge die klousule deur 'n werknemer geëis word ten opsigte van enige tydperk van afwesigheid van langer as drie werkdag weens ongeskiktheid;
- (iii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer as en solank sy werkgever bydraes doen aan 'n fonds of organisasie wat deur die werknemer aangewys is ooreenkomstig 'n skriftelike versoek van die werknemer waar die fonds of organisasie aan die werknemer in geval van sy ongeskiktheid in die omstandighede soos in hierdie klousule uiteengesit, die betaling waarborg van minstens sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens en gedurende die eerste vier-en-twintig maande diens, onderworpe daaraan dat siekteverlof oploop soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule;
- (iv) waar 'n werkgever by enige wet verplig word om gelde vir hospitaal- of geneeskundige behandeling ten opsigte van 'n werknemer te betaal, en dit wel betaal, die bedrag wat aldus betaal word van die verskuldigde betaling ten opsigte van ongeskiktheid ingevolge hierdie klousule afgetrek kan word;
- (v) as 'n werkgever ten opsigte van 'n tydperk van ongeskiktheid gedek deur hierdie klousule by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, en hy dit wel betaal, die bepalinge van hierdie klousule nie van toepassing is nie;
- (vi) die loon betaalbaar aan 'n werknemer wat werk teen aansporingskale, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken moet word op 'n *pro rata*-grondslag met betrekking tot die besoldiging wat op sy laaste betaaldag onmiddellik voor die afwesigheid aan dié werknemer betaal is.

(2) As 'n werknemer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat ten tyde van die ongeskiktheid opgeloopt het, is hy geregtig op betaling slegs ten opsigte van siekteverlof wat aldus opgeloopt het; as dit egter sou geskied gedurende die eerste tydkring van vier-en-twintig maande diens, is hy by verstryking van vier-en-twintig maande diens of by diensbeëindiging voor sodanige verstryking geregtig om deur sy werkgever ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid betaal te word in dié mate wat siekteverlof by sodanige verstryking opgeloopt het of by beëindiging, nie geneem is nie.

(3) Vir die toepassing van hierdie klousule word dit beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke wat 'n werknemer—

- (a) ingevolge klousule 7 met verlof afwesig is;
- (b) op las of op versoek van sy werkgever van sy werk afwesig is;
- (c) ingevolge subklousule (1) met siekteverlof afwesig is;
- (d) verpligte militêre opleiding kragtens die Verdedigingswet, 1957, meemaak;

wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (b) en (c) beloop plus die opleidingstydperk genoem in item (d) wat in dié jaar meegemaak is, en enige dienstydperk van 'n werknemer by dieselfde werkgever onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, word vir die toepassing van hierdie klousule as diens ingevolge hierdie Ooreenkoms beskou, dog dit word beskou dat siekteverlof met volle betaling wat gedurende dié tyd aan die werknemer toegestaan is, ingevolge hierdie Ooreenkoms toegestaan is. „Ongesteldheid” beteken onvermoë om te werk weens siekte of besering, uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is, of 'n besering wat die gevolg is van 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag en Kersdag, en moet minstens sy volle dagloon ten opsigte van elke sodanige vakansiedag betaal word: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige vakansiedag te werk; voorts met dien verstande dat as so 'n vakansiedag op Saterdag val, die bepalinge van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat 'n week van vyf dae werk nie, behalwe dat daar van die werknemer vereis kan word om op so 'n vakansiedag te werk.

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay to 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—

- (i) 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 one work day in respect of each completed month of employment, subject, in respect of an employee referred to in sub-clause (1) (a), to a maximum of ten work days during the first period of twelve months of employment and a further ten work days during the second period of twelve months of employment;
- (ii) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of the clause by an employee in respect of any period of absence in excess of three work days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, subject during the first twenty-four months of employment to the rate of accrual set out in the first proviso to this sub-clause;
- (iv) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause;
- (v) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply;
- (vi) that the wage payable to an employee who is employed on incentive rates work for any period of absence on sick leave in terms of this clause, shall be calculated on a *pro rata* basis related to the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) Where an employee is absent due to incapacity for a period in excess of the 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 should this occur during the first cycle of twenty-four months of employment he shall, at the expiry of the twenty-four months of employment or on termination of employment before such expiry, be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

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

- (a) on leave in terms of clause 7;
- (b) from work on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any military training which he is required to do under the Defence Act, 1957;

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 Agreement shall for the purposes of this clause be deemed to be employment under this Agreement, but any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement.

“Incapacity” means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct, or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Betaling vir werk op 'n openbare vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, ook al op Nuwejaarsdag, Goeie Vrydag, Gelofte-dag, Hemelvaartsdag en Kersdag werk, moet sy werkgever hom minstens sy volle dag se besoldiging plus een ses-en-veertigste van sy weekloon vir elke uur of gedeelte van 'n uur wat op dié dag gewerk is, betaal.

(b) Wanneer 'n los werknemer ook al op Nuwejaarsdag, Goeie Vrydag, Gelofte-dag, Hemelvaartsdag en Kersdag werk, moet sy werkgever hom minstens sy volle dagloon betaal plus een negende of een agtste, na gelang hy in 'n inrigting werksaam is wat 'n week van vyf of ses dae werk, van sy dagloon vir elke uur of gedeelte van 'n uur wat op dié dag gewerk is.

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

(i) die werknemer of die volgende betaal:—

(A) As hy hoogstens vier uur aldus werk, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(B) as hy 'n tydperk van meer as vier uur aldus werk, besoldiging teen minstens twee maal sy gewone loonskaal ten opsigte van die totale tydperk wat hy op die Sondag gewerk het, of besoldiging van minstens twee maal die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootste; of

(ii) die werknemer besoldig teen minstens een en een-derde maal sy gewone loonskaal ten opsigte van die totale tydperk wat op dié Sondag gewerk is en hom binne sewe dae na die Sondag minstens een dag vakansie toestaan en hom ten opsigte daarvan teen minstens sy gewone loonskaal betaal asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Hierdie klousule is nie op 'n wag van toepassing nie.

10. AANSPORINGSWERK.

Geen werkgever mag 'n werknemer op 'n stelsel van loonaansporing in diens neem nie uitgesonderd op onderstaande voorwaardes:—

- (i) 'n Loonaansporingskema moet aan die werknemers die minimum voorgeskrewe loon waarborg en die werker van gemiddelde bekwaamheid in staat stel om minstens 10 persent bo en behalwe die voorgeskrewe loon te verdien;
- (ii) die sekretaris van die Raad moet binne sewe dae na die instelling van enige stelsel van loonaansporing van die invoering daarvan in kennis gestel word;
- (iii) 'n lys van die stukwerksskale en, in die geval van enige ander stelsel van loonaansporing, 'n staat waarop duidelik aangedui word hoe bonusbetalings bereken sal word, moet onmiddellik vertoon word en opgeplak bly op 'n opvallende plek wat vir die werknemers maklik toeganklik is en dié lys en/of staat moet *in situ* deur 'n agent van die Raad onderteken word;
- (iv) die werknemers wat geraak word deur enige loonaansporingskema, uitgesonderd gewone stukwerk, het die reg om 'n werkekomitee van twee lede te kies (of soveel bykomende lede as waartoe die werkgever ingestem het) en ingeval 'n werkekomitee aangestel is, moet volledige besonderhede van die wyse waarop die skema werklik toegepas word aan die komitee beskikbaar gestel word;
- (v) volledige besonderhede van die loonaansporingskema met vermelding van die werksaamhede wat dit dek, werkwaardes en toegewings wat gemaak word ten opsigte van die berekening van werkwaardes, moet deur die werkgever bygehou word en waar veranderings aangebring word, moet verslae van die vorige stelsel vir 'n tydperk van een jaar na dié verandering bewaar word;
- (vi) geen besonderhede van die loonaansporingskema mag sonder die toestemming van die werkekomitee (as daar een is) so verander word dat die verdienste van die betrokke werknemers daardeur verminder word nie en ingeval 'n geskil ontstaan, moet die aangeleentheid na die Raad verwys word. Met dien verstande dat dit nie van toepassing is op veranderings wat gedurende 'n proeftyd van drie maande na die inwerkingtreding van die skema aangebring is nie.

Stukwerksskale mag nie sonder die toestemming van die Raad verminder word nie;

- (vii) 'n loonaansporingstelsel mag nie vir 'n tydperk van langer as een maand na 'n proeftyd van drie maande voortgesit word tensy 'n toestemmingsertifikaat van die Nywerheidsraad verkry is nie.

11. GETALVERHOUDING.

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

(2) 'n Werkgever mag nie 'n groepleier in diens neem nie tensy hy 'n voorman in diens het.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde lekkergoedmaker in diens neem tensy hy 'n gekwalifiseerde lekkergoedmaker in diens het nie en vir elke gekwalifiseerde lekkergoedmaker in sy diens mag hoogstens een ongekwalifiseerde lekkergoedmaker deur hom in diens geneem word.

(2) *Payment for Work on a Public Holiday.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day, his employer shall pay to him in respect of each such day not less than his full daily pay plus one forty-sixth of his weekly wage for each hour or part of an hour worked on such day.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day, his employer shall pay to him not less than his full daily pay plus one-ninth or one-eighth, depending on whether he is employed in an establishment which observes a five or six-day week, of his daily wage for each hour or part of an hour worked on such day.

(3) *Compensation for Work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either—

(i) pay to the employee—

(A) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(B) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(ii) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration 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 in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) This clause shall not apply to a watchman.

10. INCENTIVE WORK.

No employer shall employ any employee on any form of wage incentive except in accordance with the following conditions:—

- (i) Any wage incentive scheme shall guarantee the employees the minimum prescribed wage and shall enable the worker of average ability to earn at least 10 per cent in excess of the prescribed wage;
- (ii) the Secretary of the Council must within seven days of the introduction of any form of wage incentive be notified of the introduction thereof;
- (iii) a schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an agent of the Council;
- (iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed full details of the actual operation of the scheme shall be made available to the committee;
- (v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are affected the records of the previous system must be retained for a period of one year after such change;
- (vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the Council; provided that this shall not apply to any changes effected during a trial period of three months after the coming into operation of the scheme.

Piece-work rates shall not be reduced without the consent of the Council;

- (vii) no wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

11. PROPORTION OR RATIO.

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

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

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

(4) (a) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer, Graad I, in diens neem nie tensy hy 'n gekwalifiseerde werknemer, Graad I, in diens het en vir elke gekwalifiseerde werknemer, Graad I, in sy diens mag hy hoogstens een ongekwalifiseerde werknemer, Graad I, in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer, Graad II, in diens neem nie tensy hy 'n gekwalifiseerde werknemer, Graad I of Graad II, in diens het en vir elke gekwalifiseerde werknemer, Graad I of Graad II, in sy diens mag hy hoogstens een ongekwalifiseerde werknemer, Graad II, in diens neem.

(5) Geen bepaling in hierdie klousule mag so vertolk word dat dit die indiensneming van sowel 'n ongekwalifiseerde werknemer, Graad I, as 'n ongekwalifiseerde werknemer, Graad II, vir dieselfde gekwalifiseerde werknemer, Graad I, toelaat nie.

(6) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig as 'n gekwalifiseerde werknemer in dié klas gereken word;

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

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

12. LOGBOEK.

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

Daaglikse log.

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

Handtekening van drywer.....

Datum.....

(2) Elke drywer van 'n motorvoertuig of deeltydse motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) genoem word, moet genoemde daaglikse log ten opsigte van elke dag se werk so na moontlik aan die voorgeskrywe vorm in tweevoud invul, en binne vier-en-twintig uur na afloop van die dag se werk waarop die betrekking het, 'n ingevulde afskrif daarvan aan sy werkgewer oorhandig.

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

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens die bepalings van subklousule (5) moet 'n werkgewer of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, diens—

(a) in die geval van 'n werknemer wat per week betaal word, met een week opse;

(b) in die geval van 'n werknemer wat per maand betaal word, met twee weke opse;

of 'n werkgewer of werknemer kan die kontrak sonder opsegging beëindig deur die werknemer soos volg te betaal of aan die werkgewer die volgende bedrae te verbeur, na gelang van die geval:—

(i) In die geval van 'n week diensopsegging, minstens die weekloon wat die werknemer ontvang op die datum van dié beëindiging;

(ii) in die geval van twee weke diensopsegging, minstens twee maal die weekloon wat die werknemer op datum van die beëindiging ontvang;

Met dien verstande dat dit nie op onderstaande inbreuk maak nie:—

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

(ii) 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer as wat in hierdie klousule voorgeskryf word voorsiening maak;

(iii) die toepassing van 'n verbeuring of van strafbepalings wat wetlik ten opsigte van diensverlating deur 'n werknemer kan geld.

(2) As as ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) van hierdie klousule gesluit is, moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waartoe ooreengekom is.

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

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

(5) Nothing in this clause shall be construed so as to permit of the employment of both an unqualified Grade I employee and an unqualified Grade II employee for the same qualified Grade I employee.

(6) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;

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

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

12. LOG-BOOK.

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

DAILY LOG.

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

(Signature of Driver.)

Date.....

(2) Every driver of a motor vehicle or part-time motor vehicle driver upon being provided with the log-book referred to in sub-clause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate completed copy thereof to his employer.

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Save as provided in sub-clause (5), an employer or employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of an employee paid weekly, one week's notice;

(b) in the case of an employee paid monthly, two weeks' notice;

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

(i) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;

(ii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the date of such termination;

provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

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

(3) Die diensopsegging soos voorgeskryf in subklousule (1) moet soos volg geskied:—

- (a) in die geval van 'n weeklikse werknemer, op of voor die gewone betaaldag van die inrigting vir dié werknemers, en dit neem 'n aanvang op die dag na sodanige betaaldag;
- (b) in die geval van 'n maandelikse werknemer, op of voor die eerste of die vyftiende dag van 'n kalendermaand, en dit moet op sodanige dag 'n aanvang neem:

Met dien verstande—

- (i) dat die diensopseggingstermyn nie mag saamval met of die diens nie opgesê mag word gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 7 toegestaan is of met enige tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, verplig word om mee te maak nie; en
- (ii) dat diens nie opgesê mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat ingevolge klousule 8 toegestaan is nie.

(4) Die diensopsegging wat in hierdie klousule voorgeskryf is, moet behalwe in die geval van 'n los werknemer, skriftelik geskied.

(5) Die bepalinge van hierdie klousule is nie van toepassing gedurende die eerste twee weke diens nie, wat beskou word as 'n proeftyd, en gedurende hierdie tyd is diensopsegging van 24 uur aan albei kante voldoende: Met dien verstande dat dit nie die reg van 'n werkgever of 'n werknemer om die kontrak te beëindig sonder opsegging om 'n rede wat wettig as voldoende erken word, raak nie.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag geen persoon onder vyftien jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd deur diensverlating, aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verskaf wesenlik in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, waarop die naam van die werkgever en die werknemer voluit, die bedryf van die werknemer, die datum van aanvang en beëindiging van die kontrak en die loonskaal op die datum van beëindiging aangeleen word.

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

Die werkgever moet alle uniforms, oorpakke of beskermende kleren wat hy sy werknemer verplig om te dra of wat hy by wet of regulasie verplig word om aan sy werknemer te verskaf, kosteloos verskaf en in 'n bruikbare en sindelike toestand hou, en dié uniforms, oorpakke of beskermende kleren bly die eiendom van die werkgever.

17. RAADSFONDSE.

Die Raadsfondse berus by en is onder die beheer van die Raad en word soos volg voorsien:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag word twee pennies deur elke werkgever afgetrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is. Die totale bedrag wat aldus afgetrek is tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet maandeliks voor of op die 7de dag van elke maand deur laasgenoemde aan die Sekretaris van die Raad aangestuur word en vergesel wees van 'n staat waarop onderstaande aangedui word:—

- (a) Naam en adres van die werkgever;
- (b) die tydperk waarop die bedrag betrekking het;
- (c) die getal werknemers wat gedurende die betrokke tydperk in diens was;
- (d) die totale bedrag wat vir die betrokke tydperk van die werknemers afgetrek is;
- (e) die werkgever se bydrae ingevolge hiervan;
- (f) totale bedrag.

18. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om by die uitvoering van hierdie Ooreenkoms behulpzaam te wees.

Dit is die plig van elke werkgever en elke werknemer om die agente toe te laat om dié ondersoek te doen en dié boeke en/of stukke na te gaan en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

19. LEWENSKOSTETOELAE.

Benewens enige ander loon waarop 'n werknemer geregtig is, moet sy werkgever die werknemer ook wanneer hy gewoonlik sy ander loon betaal word 'n lewenskostetoelae betaal ooreenkomstig die bepalinge van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of soos in enige ander verordening voorgeskryf.

20. LEDEGELD VAN VAKVERENIGINGS.

'n Werkgever kan op skriftelike versoek van sy werknemers weekliks alle bedrae aan ledegeld wat in sodanige versoek bepaal is van die werknemer se besoldiging aftrek vir die fondse van die vakvereniging, en moet die bedrag of bedrae afgetrek, voor of op die 7de dag van elke maand onmiddellik na die een waarin sodanige afrekkings gedoen is, aan die Sekretaris van genoemde vakvereniging stuur.

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

- (a) in the case of a weekly employee, on or before the usual pay day of the establishment for such employees and shall commence to run from the day after such pay day;
- (b) in the case of a monthly employee, on or before, and shall commence to run from, the first or the fifteenth day of a calendar month;

provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training the employee is required to undergo under the Defence Act, 1957; and
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be in writing, except in the case of casual employees.

(5) The provisions of this clause shall not apply during the first two weeks of employment which shall be regarded as a trial period during which 24 hours' notice will be sufficient on either side; provided that this shall not affect the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient.

14. PROHIBITION OF EMPLOYMENT.

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

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in Annexure A to this Agreement, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

17. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, twopence shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement. The Total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council, month by month and not later than the 7th day of each month together with a statement showing—

- (a) name and address of the employer;
- (b) the period in respect of which the amount relates;
- (c) the number of employees employed during the period concerned;
- (d) the total amount deducted from the employees for the period concerned;
- (e) the employer's contribution in terms hereof;
- (f) total amount.

18. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. COST OF LIVING ALLOWANCE.

In addition to any other wages to which an employee is entitled, his employer shall pay to him at the same time the employee ordinarily receives is other wages a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, or as may be prescribed in any other enactment.

20. TRADE UNION SUBSCRIPTIONS.

An employer may, at the written request of his employee, make deductions weekly from the employee's remuneration of any amounts of subscription specified in such request, to the funds of the trade union and shall forward the amount or amounts deducted to the secretary of the said trade union not later than the 7th day of each month immediately succeeding that during which such deductions were made.

21. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van 'n persoon op grond van ouderdom of swaakteit of om enige ander goeie of voldoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat geen vrystelling van klousule 6 (8) van hierdie Ooreenkoms verleen mag word nie uitgesonderd om vroulike werknemers toe te laat om werk te doen wat deur 'n noodgewal meegebring word of wat nodig is om verlies aan grondstowwe wat behandel word en wat aan snelle bederf onderhewig is, te voorkom.

(2) Die Raad moet ten opsigte van alle persone aan wie vrystelling ingevolge subklousule (1) van hierdie klousule toegestaan is die voorwaardes vasstel waarop die vrystelling toegestaan is en die tydperk waarvoor dit geldig is: Met dien verstande dat die Raad na goeddunke en na een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan herroep of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule verleen is, 'n stifikaat uitreik wat deur hom onderteken is en waarop onderstaande vermeld word:—

- Die naam van die betrokke persoon voluit;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes neergelê ooreenkomstig die bepalings van subklousule (2) van hierdie klousule behoudens waarvan die vrystelling verleen word;
 - die termyn waarvoor vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- van elke stifikaat wat uitgereik word 'n afskrif hou; en
 - as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingstifikaat aan die betrokke werkgewer stuur.
- (5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingstifikaat ingevolge hierdie klousule nakom.

Namens die partye op hede die 31ste dag van Desember 1959 in Kaapstad onderteken.

P. F. NORTON, *Voorsitter.*

E. BOWERS, *Ondervoorsitter.*

G. J. NEL, *Assistent-sekretaris.*

AANHANGSEL A.

Ek/Ons*.....
 wat die Lekkergoednywerheid uitoefen te.....
 sertifiseer hierby dat mnr./mev./mei.*.....
 by my/ons* in diens was vanaf die.....dag van
19....., tot die.....dag van
19....., in die bedryf van.....
 By diensbeëindiging was sy/haar loon.....pond
sjielings.....pennies per week/maand.

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum.....

* Skrap wat nie van toepassing is nie.

† Vermeld die bedryf waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. arbeider, werknemer graad I, lekkergoedmaker, ens.

No. 1350.] [2 September 1960.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941, SOOS GEWYSIG.

LEKKERGOEDNYWERHEID, KAAP.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, Kaap, gepubliseer by Goewermmentskennisgewing No. 1349 van 2 September 1960, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

J. DE KLERK,
 Minister van Arbeid.

21. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from clause 6 (8) of this Agreement except for the purpose of allowing female employees to perform work which is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment, which are subject to rapid deterioration.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-clause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- retain a copy of each licence issued; and
- where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

Signed at Cape Town on behalf of the parties this 31st day of December, 1959.

P. F. NORTON, *Chairman.*

E. BOWERS, *Vice-Chairman.*

G. J. NEL, *Assistant-Secretary.*

ANNEXURE A.

I/We*.....
 carrying on trade in Sweet Manufacturing Industry at.....
 hereby certify that Mr./Mrs./Miss*.....
 was employed by me/us* from the.....day of
19..... to the.....day of
19..... in the occupation of.....
 At the termination
 of employment his/her wage was.....pounds
shillings.....pence per
 week/month.

(Signature of Employer or Authorised Representative.)

Date.....

* Delete whichever inapplicable.

† State occupation in which employee was wholly or mainly engaged, e.g. labourer, Grade I employee, Sweetmaker, etc.

No. 1350.] [2 September 1960.
 Minister of Labour.
 FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941, AS AMENDED.

SWEETMAKING INDUSTRY, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Sweetmaking Industry, Cape, published under Government Notice No. 1349 of the 2nd September, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

J. DE KLERK,
 Minister of Labour.