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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 1352.] [30 Augustus 1963.
 WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

HOOFOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
 VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-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 op 30 Junie 1964 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1964 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Port Elizabeth; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1964 eindig, in die landdrosdistrik Port Elizabeth *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
 Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 1352.] [30 August 1963.
 INDUSTRIAL CONCILIATION ACT, 1956.

SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH.**MAIN AGREEMENT.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
 Deputy-Minister of Labour, 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 Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice, and for the period ending on the 30th June, 1964, upon the employer who, and the trade union which entered into the said Agreement, and upon the employees who are members of the said union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (6) (h) and 20 to 23 (inclusive), shall be binding from the second Monday after the date of publication of this notice, and for the period ending on the 30th June, 1964, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Port Elizabeth; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth, and from the second Monday after the date of publication of this notice, and for the period ending on the 30th June, 1964, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (6) (h) and 20 to 23 (inclusive), 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.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH.

OOREENKOMS

ingevolge die bepalinge van die Wet op Nywerheidsversoenings, 1956, soos gewysig, gesluit en aangegaan tussen die

Algoa Sweet Manufacturing Company, Limited

(hieronder die „werkgewers” genoem), aan die een kant, en die Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrik Port Elizabeth nagekom word deur die werkgewers wat betrokke is by die Lekkergoednywerheid en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoenings, 1956, soos gewysig, bepaal en bly van krag vir die tydperk tot 30 Junie 1964 of dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy onbestaanbaar met die samehang, beteken—

- „assistent-voorman” ’n werknemer wat ’n voorman by die verrigting van sy werk help en in sy afwesigheid vir hom kan waarneem;
- „assistent-voorgewoon” ’n vroulike werknemer wat ’n voorgewoon by die verrigting van haar werk help en in haar afwesigheid vir haar kan waarneem;
- „assistent-pakhuisman” ’n werknemer, uitgesonderd ’n versendingsklerk en ’n arbeider, wat die pakhuisman met sy pligte help;
- „ketelbediener” ’n werknemer wat in ’n stoomketel vuurmaak en die waterstand en stoomdruk in stand hou;
- „los arbeider” ’n werknemer wat vir hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;
- „klerklike werknemer” ’n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en omvat dit ’n pakhuisman, kassier, versendingsklerk en ’n telefonis;
- „klerklike werknemer, gekwalifiseer, manlik,” ’n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik,” ’n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, vroulik,” ’n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik,” ’n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „kleedkamerbediende” ’n werknemer wat in beheer is van ’n verkleedkamer waarin ’n werknemer hom kan verkleed of sy klerke kan bêre, of van sluitkassies waarin ’n werknemer sy besittings kan bêre;
- „Raad” die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, wat gerigstreer is kragtens die Nywerheidsversoeningswet, 1937, en beskou word dat dit geregistreer is kragtens artikel negentien van die Wet op Nywerheidsversoenings, 1956, soos gewysig;
- „lettersetter” ’n werknemer wat ’n lettersetmasjien bedien, uitgesonderd ’n etiket-oordrukmasjien, en/of letters, blokke, plate en/of ander materiaal in posisie set of rangskik vir druk, reliëfwerk of om rubberstempels daarvan te maak en/of sodanige materiaal na gebruik te versprei;
- „versendingsklerk” ’n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, weeg en/of bymekaarmaak van sodanige goedere, die nagaan en adresseer van pakkette;
- „inrigting” ’n perseel waarop die Lekkergoednywerheid uitgeoef word en wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word;
- „ondervinding” met betrekking tot—

- (a) ’n lekkergoedmaker, reisiger of algemene werker, die totale tydperk of tydperke diens wat ’n werknemer onderskeidelik as ’n lekkergoedmaker, reisiger of algemene werker gehad het; met dien verstande dat, in die geval van ’n lekkergoedmaker met ondervinding as algemene werker, elke ses maande sodanige ondervinding gelyk aan drie maande ondervinding as lekkergoedmaker beskou moet word; voorts met dien verstande dat ondervinding as ’n algemene werker nie as ondervinding as ’n lekkergoedmaker beskou word vir langer as 12 maande altesaam nie;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

AGREEMENT

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

Algoa Sweet Manufacturing Company, Limited

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

(hereinafter called “the employees” or “trade union”), of the other part,

being the parties to the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 30th June, 1964, or such other period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and unless the contrary intention appears, words importing the masculine gender shall include females; and further, unless inconsistent with the context—

- “assistant foreman” means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;
- “assistant forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;
- “assistant storeman” means an employee, other than a despatch clerk and a labourer, who assists the storeman in his duties;
- “boiler attendant” means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;
- “casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;
- “clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- “clerical employee, qualified, male,” means a male clerical employee who has had not less than five years' experience;
- “clerical employee, unqualified, male,” means a male clerical employee who has had less than five years' experience;
- “clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- “clerical employee, unqualified, female,” means a female clerical employee who has had less than four years' experience;
- “cloakroom attendant” means an employee who is in charge of a change-room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;
- “Council” means the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, registered in terms of section nineteen of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956, as amended;
- “compositor” means an employee engaged in operating a typesetting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates, and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;
- “despatch clerk” means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;
- “establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which would be registrable under the Factories, Machinery and Building Work Act, 1941, as amended;
- “experience” means in relation to—

- (a) a sweet maker, traveller or general worker, the total period or periods, of employment which an employee has had as a sweetmaker, traveller or general worker respectively; provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months' experience as a sweetmaker; provided further that experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than 12 months in the aggregate;

(b) 'n klerklike werknemer, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerklike werknemer gehad het, ongeag die bedryf waarin dié ondervinding opgedoen is;

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

„voorrout” 'n vroulike werknemer wat onder die toesig van 'n voorman of 'n assistent-voorman in beheer is oor vroulike algemene werkers in 'n inrigting of in 'n afdeling van 'n inrigting en wat verantwoordelik is dat hulle hul werk behoorlik verrig;

„algemene werker” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Neute, kakoaboontjies of ander grondstowwe skoonmaak en/of sorteer;
- (b) sonder verantwoordelikheid vir die graad van rooster of kook, kakoaboontjies, neute, vrugte of ander grondstowwe rooster of kook;
- (c) die kiem uit kakoaboontjies wan of verwyder;
- (d) 'n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wansmasjien, maalmasjien, vormmasjien of ander masjien bedien;
- (e) neute of vrugte uitdoop, pitte uithaal, skil of droog;
- (f) vrugte of ander grondstowwe fynstamp of in die regte groottes sny;
- (g) bestanddele weeg (maar nie op 'n gestelde skaal nie);
- (h) klaargemaakte geurmiddels ingiet;
- (i) lekkergoed vorm, ontvorm, fatsuoneer, giet, in stysel plaas, uithaal en stysel daarvan verwyder;
- (j) deeg, pasta of ander suiker- en/of sjokoladepreparate voer, kristalliseer, trek, rol, opsnij en uitstempel;
- (k) indoop en bedek;
- (l) vrugte, neute en ander eetbare materiaal in lekkergoedpreparate verwerk en/of insit;
- (m) kartonhouers maak;
- (n) goedere verpak vir voorraad of versending, met uitsondering van die plaas van verpakte artikels van gelyke grootte en getal in houers wat spesiaal gemaak is om hulle te bevat;
- (o) Bestellings bymekaarmaak en nasien;
- (p) etiketteer en/of indraai;
- (q) bereidings- of mengwerk doen wat nie by die werksaamhede in die woordskrywing van „arbeider” ingesluit is nie;

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

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

„groepleier of spanopsigter” 'n vroulike werknemer wat onder die toesig van 'n voorman of assistent-voorman, voorrout of assistent-voorrout, in beheer is en toesig hou oor die werk van 'n groep of afdeling algemene werkers;

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

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

„instandhouer” 'n werknemer, uitgesonderd 'n werktuigkundige, wat masjinerie, installasies, meubels of ander uitrusting in orde hou;

„werktuigkundige” 'n geskoolde vakman of ambagsman; en vir die doeleindes van hierdie woordskrywing beteken die uitdrukking „geskoolde vakman of ambagsman” iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens dié Wet op Vakleerlinge, 1944, aangewys is of beskou word aldus aangewys te wees en wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge uitgereik kragtens artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet;

(b) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

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

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

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

- (a) Cleaning and/or sorting nuts, cocoa beans, or other raw materials;
- (b) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (c) winnowing or removing the germ from cocoa beans;
- (d) operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
- (e) shelling, stoning, peeling or drying nuts or fruit;
- (f) crushing or cutting to size fruits or other raw materials;
- (g) weighing ingredients (other than to a fixed scale);
- (h) pouring ready-mixed flavours;
- (i) moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;
- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or despatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations included in the definition of „labourer”;

„general worker, qualified,” means a general worker who has had not less than 12 months' experience;

„general worker, unqualified,” means a general worker who has had less than 12 months' experience;

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

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

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

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

„mechanic” means a skilled tradesman or artisan, and for the purpose of this definition the expression „skilled tradesman or artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

„militêre opleiding” ononderbroke opleiding wat ’n werknemer verplig is om te ondergaan kragtens artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie opleiding wat hy mag verkies om te ondergaan kragtens artikel drie-en-twintig van genoemde Wet of enige ander opleiding of diens wat hy vrywillig ondergaan of wat hy verkies om te ondergaan nie;

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

„motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing omvat „’n motorvoertuig bestuur” alle tydperke wat bestuur word, en al die tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

„nagskof” enige werktydperk wat vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. strek;

„’n masjien bedien” ook die versorging, aansit of stopsit van die masjien en kan vol- of leegmaak omvat;

„deelytse motorvoertuigbestuurder” ’n werknemer wat altesaam hoogstens twee uur op ’n dag ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing omvat „’n motorvoertuig bestuur” alle tydperke wat bestuur word en enige tyd wat die bestuurder bestee terwyl hy in beheer van die voertuig is of aan werk in verband met die voertuig of vraag;

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

„monsterjong” ’n werknemer wat ’n handelsreisiger op sy rondtes vergesel, hom help om sy monsters te verpak, uit te pak of te vertoon en wat die motorvoertuig kan bestuur wat deur die handelsreisiger by die nakoming van sy pligte gebruik word;

„korttyd” ’n tydelike vermindering van die getal gewone werkers as gevolg van ’n algemene onklaarraking van installasie of masjinerie, of ’n dreigende of naderende ineenstorting van geboue as gevolg van ’n ongeluk of ander onvoorsiene noodgeval, of slapte in die bedryf of tekort aan grondstowwe;

„pakhuisman” ’n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en wat verantwoordelik is vir die ontvangs, bêre, verpakking of uitpak van goedere in ’n stoor of pakhuis en/of die aflewering van goedere vanuit ’n stoor of pakhuis aan die verbruiksafdeling in ’n inrigting vir versending;

„lekkergoedmaker” ’n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd wat die bestanddele eerste in die meng- of kook- of draaiende panne geplaas word, tot die lekkergoedmassa gereed is om opgesny, gefatsoeneer, op maat gemaak, ingedraai of andersins gefabriseer te word, of pangoedere gereed is om uit die panne verwyder te word, en/of in die geval van sjokolade, van die begin van die rooster van die boontjies, tot die sjokolade gereed is om gevorm, gegiet, ingedraai, vir inkoop of bedekking gebruik of andersins gefabriseer te word;

„lekkergoedmaker, gekwalifiseer,” ’n lekkergoedmaker met minstens vyf jaar ondervinding;

„lekkergoedmaker, ongekwalifiseer,” ’n lekkergoedmaker met minder as vyf jaar ondervinding;

„lekkergoednywerheid” sonder om die gewone betekenis van die woord enigerwys te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in inrigtings wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word en omvat—

(a) die vervaardiging van enige kommoditeit of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en

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

„handelsreisiger” ’n werknemer wat buite die inrigting van sy werkgewer bestellings werf of bymekaarmaak;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;

„onbelaste gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„wag” ’n werknemer wat persele of ander eiendom bewaak;

„welsynsbeampte” ’n werknemer wat ’n geldige bekwaamheidsertifikaat vir eerstehulp besit wat deur enigeen van onderstaande organisasies uitgereik is:—

(a) Rooikruisvereniging van Suid-Afrika;

(b) St. John Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

en wat verantwoordelik is vir die eerstehulpkamer;

„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;

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

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

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

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

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

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

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

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

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

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

„sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;

„sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;

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

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

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

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

„traveller, qualified,” means a traveller who has had not less than four years’ experience;

„traveller, unqualified,” means a traveller who has had less than four years’ experience;

„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;

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

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

(a) Red Cross Society of South Africa;

(b) St. John’s Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

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

„loon” daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werkkure in klousule 6 bepaal; met dien verstande dat, as 'n werkgewer 'n werknemer vir sy gewone werkkure gereeld 'n hoër bedrag betaal as dié in klousule 4 voorgeskryf, dit die hoër bedrag beteken.

4. BESOLDIGING.

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

	Per week. R c
Voorman	18 00
Assistent-voorman	15 00
Voorvrou	13 00
Assistent-voorvrou	11 00
Groepleier of spanopsigter	8 00
Lekkergoedmaker, gekwalifiseer	16 00
Lekkergoedmaker, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding	3 50
Gedurende tweede ses maande ondervinding	4 75
Gedurende derde ses maande ondervinding	6 00
Gedurende vierde ses maande ondervinding	7 25
Gedurende vyfde ses maande ondervinding	8 50
Gedurende sesde ses maande ondervinding	9 75
Gedurende sewende ses maande ondervinding	11 00
Gedurende agste ses maande ondervinding	12 25
Gedurende negende ses maande ondervinding	13 50
Gedurende tiende ses maande ondervinding	14 75
Klerklike werknemer, manlik, gekwalifiseer	14 00
Klerklike werknemer, manlik, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	4 62
Gedurende tweede jaar ondervinding	6 23
Gedurende derde jaar ondervinding	8 30
Gedurende vierde jaar ondervinding	10 27
Gedurende vyfde jaar ondervinding	11 73
Klerklike werknemer, vroulik, gekwalifiseer	11 00
Klerklike werknemer, vroulik, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	4 15
Gedurende tweede jaar ondervinding	5 19
Gedurende derde jaar ondervinding	6 23
Gedurende vierde jaar ondervinding	7 27
Assistent-pakhuisman	9 00
Welsynsbeampte	9 00
Kleedkamerbediende	5 75
Instandhouer	11 50
Werktuigkundige	16 00
Motorvoertuigbestuurder:—	
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 6,000 lb. is	9 25
(ii) meer as 6,000 lb. is	10 50
Deeltydse motorvoertuigbestuurder	4 90
Monsterjong	5 25
Handelsreisiger, gekwalifiseer	23 08
Handelsreisiger, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	13 85
Gedurende tweede jaar ondervinding	16 15
Gedurende derde jaar ondervinding	18 46
Gedurende vierde jaar ondervinding	20 77
Lettersetter	17 10
Degelpersdrukker	10 67
Ketelbediener	5 50
Wag	5 50
Algemene werker, gekwalifiseer	6 00
Algemene werker, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	3 50
Gedurende tweede drie maande ondervinding	4 00
Gedurende derde drie maande ondervinding	4 50
Gedurende vierde drie maande ondervinding	5 00
Arbeider:—	
Gedurende eerste twaalf maande diens	3 85
Gedurende tweede twaalf maande diens	3 95
Daarna	4 05

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

(2) Ondanks die bepalings van subklousule (1), is die minimum loon wat ondergenoemde klasse werknemers van hul werkgewer moet ontvang, die lone in subklousule (1) voorgeskryf plus die persentasies hieronder vermeld:—

(i) Werknemers wat drie jaar ononderbroke diens by dieselfde werkgewer voltooi het, maar van wie die ononderbroke diens hoogstens vyf jaar beloop: 5 persent.

“wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6; provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount.

4. REMUNERATION.

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

	Per Week. R c
Foreman	18 00
Assistant Foreman	15 00
Forewoman	13 00
Assistant Forewoman	11 00
Group leader or team supervisor	8 00
Sweetmaker, qualified	16 00
Sweetmaker, unqualified:—	
During the first six months' experience	3 50
During the second six months' experience	4 75
During the third six months' experience	6 00
During the fourth six months' experience	7 25
During the fifth six months' experience	8 50
During the sixth six months' experience	9 75
During the seventh six months' experience	11 00
During the eighth six months' experience	12 25
During the ninth six months' experience	13 50
During the tenth six months' experience	14 75
Clerical employee, male, qualified	14 00
Clerical employee, male unqualified:—	
During the first year of experience	4 62
During the second year of experience	6 23
During the third year of experience	8 30
During the fourth year of experience	10 27
During the fifth year of experience	11 73
Clerical employee, female, qualified	11 00
Clerical employee, female, unqualified:—	
During the first year of experience	4 15
During the second year of experience	5 19
During the third year of experience	6 23
During the fourth year of experience	7 27
Assistant storeman	9 00
Welfare Officer	9 00
Cloakroom attendant	5 75
Maintenance man	11 50
Mechanic	16 00
Motor Vehicle Driver:—	
Driver of a 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.	9 25
(ii) exceeds 6,000 lb.	10 50
Part-time motor vehicle driver	4 90
Sample boy	5 25
Traveller, qualified	23 08
Traveller, unqualified:—	
During the first year of experience	13 85
During the second year of experience	16 15
During the third year of experience	18 46
During the fourth year of experience	20 77
Compositor	17 10
Platen pressman	10 67
Boiler attendant	5 50
Watchman	5 50
General worker, qualified	6 00
General worker, unqualified:—	
During the first three months of experience	3 50
During the second three months of experience	4 00
During the third three months of experience	4 50
During the fourth three months of experience	5 00
Labourer:—	
During the first twelve months of service	3 85
During the second twelve months of service	3 95
Thereafter	4 05

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

(2) Notwithstanding the provisions of sub-clause (1), the minimum wages which shall be paid by an employer to the undermentioned classes of employees shall be the wages prescribed in sub-clause (1) plus the percentages as set out hereunder:—

(i) Employees who have completed three years' continuous service with the same employer but whose continuous service does not exceed five years: 5 per cent.

- (ii) Werknemers wat vyf jaar ononderbroke diens by dieselfde werkgever voltooi het maar van wie die ononderbroke diens hoogstens 10 jaar beloop; $7\frac{1}{2}$ persent.
- (iii) Werknemers wat 10 jaar ononderbroke diens by dieselfde werkgever voltooi het maar van wie die ononderbroke diens hoogstens vyftien jaar beloop: 10 persent.
- (iv) Werknemers wat 15 jaar of langer ononderbroke diens by dieselfde werkgever voltooi het: $12\frac{1}{2}$ persent.

By die toepassing van hierdie klousule sluit „ononderbroke diens” enige onderbroke dientydperke in wat nie meer as drie maande is in enige enkele tydperk nie.

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

(4) *Nagskoffbesoldiging.*—’n Werknemer wat op nagskoff werk, uitgesonderd ’n wag of ’n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoeler-installasie of die opwek van stoom of elektrisiteit, moet vir elke uur of gedeelte van ’n uur wat aldus gewerk word, minstens die besoldiging soos in subklousule (1) of (2) van hierdie klousule vir ’n werknemer van sy klas voorgeskryf, gedeel deur 44 plus 20 persent, betaal word.

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

- (a) ’n hoër loon as dié vir sy eie klas; of
- (b) ’n stygende loonskaal wat op ’n hoër loon as dié vir sy eie klas eindig;

in subklousule (1) of (2) van hierdie klousule voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop daardie werk verrig, hy soos volg betaal—

- (i) in die geval in paragraaf (a) genoem, een-vyfde van die hoër loon;
- (ii) in die geval in paragraaf (b) genoem, een-vyfde van die loon in subklousule (1) of (2) vir ’n werknemer van sy klas voorgeskryf, plus 20 persent;

met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) of (2) op ondervinding of geslag berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandloon.*—Wanneer die loon wat aan ’n werknemer verskuldig is, maandeliks ooreenkomstig klousule 5 (1) betaal word, moet die bedrag van daardie loon bereken word teen vier en ’n derde maal die loon wat vir ’n werknemer van sy klas in subklousule (1) of (2) van hierdie klousule voorgeskryf word.

(7) *Reis- en/of verblyftoelae.*—Benewens die loon wat in klousule 4 (1) of klousule 4 (2) voorgeskryf word—

(a) moet ’n handelsreisiger—

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

- (i) deur sy werkgever vergoed word vir alle onkoste wat redelikerwys deur hom aangegaan word vir etes en tee wat hy nuttig en gebruik gedurende elke sodanige tydperk van afwesigheid wat nie oor ’n nag strek nie; of

- (ii) deur sy werkgever ’n verblyftoelae van minstens R2.25 betaal word vir elke nag, ingeval sodanige tydperk van afwesigheid oor een of meer nagte strek;

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

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

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

- (b) moet ’n monsterjong ’n verblyftoelae van minstens 50 sent betaal word ten opsigte van elke nag wat hy gedurende ’n reis weg van die handelsreisiger se hoofkwartier deurbring.

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

- (ii) Employees who have completed five years’ continuous service with the same employer but whose continuous service does not exceed 10 years: $7\frac{1}{2}$ per cent.
- (iii) Employees who have completed 10 years’ continuous service with the same employer but whose continuous service does not exceed 15 years: 10 per cent.
- (iv) Employees who have completed 15 years’ continuous service with the same employer or more: $12\frac{1}{2}$ per cent.

For the purpose of this clause “continuous service” shall include any broken periods of employment not exceeding three months during any one period.

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

(4) *Night Shift Remuneration.*—An employee, employed on night shift, other than a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid not less than the remuneration prescribed in sub-clause (1) or (2) of this clause for an employee of his class divided by 44 for each hour or part of an hour so worked, plus 20 per cent.

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

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

is prescribed in sub-clause (1) or (2) of this clause shall pay to such employee in respect of the whole day on which he performs such work—

- (i) in the case referred to in paragraph (a), one-fifth of such higher wage;
- (ii) in the case referred to in paragraph (b), one-fifth of the wage prescribed in sub-clause (1) or (2) for an employee of his class, plus 20 per cent;

provided that where the sole difference between classes is in terms of sub-clause (1) or (2) based on experience or sex, the provisions of this sub-clause shall not apply.

(6) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) or (2) of this clause for an employee of his class.

(7) *Transport and or Subsistence Allowance.*—In addition to the wage prescribed in clause 4 (1) or clause 4 (2)—

(a) a traveller—

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

- (i) reimbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not extending over a night; or
- (ii) paid by his employer a subsistence allowance of not less than R2.25 for each night where such period of absence extends over one or more nights;

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

- (2) who uses his employer’s motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer all the reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense;
- (3) who is required or permitted to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than six and a half cents for each mile travelled in such vehicle in the performance of his duties;

- (b) a sample boy shall be paid a subsistence of not less than 50 cents in respect of every night spent away from the traveller’s headquarters during any journey.

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

(9) *Lewenskostetoelae.*—(a) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet, benewens die loon wat in subklousule (1) of (2) van hierdie klousule voorgeskryf is, 'n lewenskostetoelae ooreenkomstig onderstaande skaal betaal word:—

	Toelae per week betaalbaar. R c
Tot en met R2.00 per week ...	1 10
Meer as R2.00 maar hoogstens R2.50 per week ...	1 33
Meer as R2.50 maar hoogstens R3.00 per week ...	1 38
Meer as R3.00 maar hoogstens R3.50 per week ...	1 68
Meer as R3.50 maar hoogstens R4.00 per week ...	1 83
Meer as R4.00 maar hoogstens R4.50 per week ...	2 08
Meer as R4.50 maar hoogstens R5.00 per week ...	2 23
Meer as R5.00 maar hoogstens R5.50 per week ...	2 48
Meer as R5.50 maar hoogstens R6.00 per week ...	2 75
Meer as R6.00 maar hoogstens R6.50 per week ...	3 05
Meer as R6.50 maar hoogstens R7.00 per week ...	3 34
Meer as R7.00 maar hoogstens R7.50 per week ...	3 68
Meer as R7.50 maar hoogstens R8.00 per week ...	4 00
Meer as R8.00 maar hoogstens R9.00 per week ...	4 40
Meer as R9.00 maar hoogstens R10.00 per week ...	4 80
Meer as R10.00 maar hoogstens R11.00 per week ...	5 20
Meer as R11.00 maar hoogstens R12.00 per week ...	5 65
Meer as R12.00 maar hoogstens R13.00 per week ...	6 10
Meer as R13.00 maar hoogstens R30.45 per week ...	6 80

Met dien verstande dat 'n gekwalifiseerde algemene werker, benewens die lewenskostetoelae wat kragtens hierdie subklousule betaalbaar is, 'n lewenskostetoelae van minstens 20 sent per week moet ontvang.

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

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los arbeider.*—Behoudens die bepalings van klousules 4 (8) en 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, wekeliks of maandeliks, as die werkgewer en werknemer aldus skriftelik ooreengekom het, in kontant betaal word gedurende werkure op die gebruikelike betaaldag van die inrigting of by diensbeëindiging as dit voor die gebruikelike betaaldag plaasvind, en moet in 'n kovert of ander houër wees wat die name van die werkgewer en die werknemer, die werknemer se beroep, die getal gewone ure, oortydure en nagskofwerk wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

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

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

(4) *Koop van goedere.*—'n Werkgewer mag nie 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 die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie sy werknemer verplig om van hom of van 'n persoon of plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

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

- Met die skriftelike toestemming van sy werknemer 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- behoudens die bepalings van klousule 8, wanneer sy werknemer weens ongeval of siekte van die werk afwesig is of van die werk weg bly, 'n aftrekking in verhouding tot die tydperk van daardie afwesigheid;
- 'n aftrekking van enige bedrag wat van die werkgewer kragtens Wet of bevel van 'n bevoegde hof vereis of wat hy toegelaat word om te doen;
- wanneer die gewone werkure in klousule 6 (1) voorgeskryf, verminder word weens korttyd, ten opsigte van elke uur van die vermindering 'n aftrekking van een vier-en-veertigste van die weekloon in klousule 4 (1) of 4 (2) voorgeskryf; met dien verstande dat in die geval van 'n staking van werk as gevolg van omstandighede buite 'n werknemer se beheer sy werkgewer daardie werknemer 'n minimum van 35 werkure in 'n week, of besoldiging in plaas daarvan moet waarborg; en verder met dien verstande dat geen aftrekking gemaak kan word nie—
 - in die geval van korttyd wat ontstaan deur 'n tydelike slapte in die bedryf of tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(9) *Cost of Living Allowance.*—(a) All employees for whom wages are prescribed in this Agreement shall be paid, in addition to the wage prescribed in sub-clauses (1) and (2) of this clause, a cost of living allowance in terms of the undermentioned scale:—

	Allowance Payable Per Week. R c
Up to and including R2.00 per week ...	1 10
Above R2.00 but not exceeding R2.50 per week ...	1 33
Above R2.50 but not exceeding R3.00 per week ...	1 38
Above R3.00 but not exceeding R3.50 per week ...	1 68
Above R3.50 but not exceeding R4.00 per week ...	1 83
Above R4.00 but not exceeding R4.50 per week ...	2 08
Above R4.50 but not exceeding R5.00 per week ...	2 23
Above R5.00 but not exceeding R5.50 per week ...	2 48
Above R5.50 but not exceeding R6.00 per week ...	2 75
Above R6.00 but not exceeding R6.50 per week ...	3 05
Above R6.50 but not exceeding R7.00 per week ...	3 34
Above R7.00 but not exceeding R7.50 per week ...	3 68
Above R7.50 but not exceeding R8.00 per week ...	4 00
Above R8.00 but not exceeding R9.00 per week ...	4 40
Above R9.00 but not exceeding R10.00 per week ...	4 80
Above R10.00 but not exceeding R11.00 per week ...	5 20
Above R11.00 but not exceeding R12.00 per week ...	5 65
Above R12.00 but not exceeding R13.00 per week ...	6 10
Above R13.00 but not exceeding R30.45 per week ...	6 80

Provided that in addition to the cost of living allowance payable in terms of this sub-clause a qualified general worker shall receive a cost of living allowance of not less than 20 cents per week.

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

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Labourer.*—Save as is provided in Clause 4 (8) and 7 (3) any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary, overtime and night shift hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

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

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

- With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension fund;
- save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make;
- whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction in respect of each hour of such reduction of one forty-fourth of the weekly wage prescribed in clause 4 (1) or 4 (2); provided that in the event of a stoppage of work due to circumstances beyond the control of an employee, his employer shall guarantee to such employee a minimum of 35 hours work in any one week of employment, or payment in lieu thereof; and provided further that no deduction shall be made—
 - in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

- (ii) in die geval van korttyd wat ontstaan weens 'n algemene onklaarraking van geboue, installasies of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (e) 'n aftrekking ten opsigte van elke openbare vakansiedag uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van een vyfde van die weekloon wat hy onmiddellik voor so 'n openbare vakansiedag ontvang het;
- (f) as 'n werknemer toestem, of hy kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om etes en/of huisvesting van sy werkgewer aan te neem, die aftrekking van hoogstens die onderstaande bedrae:—
- | | Per week.
R c | Per maand.
R c |
|----------------------------|------------------|-------------------|
| Etes | 0 30 | 1 30 |
| Huisvesting | 0 20 | 0 87 |
| Etes en huisvesting | 0 50 | 2 17 |
- (g) bydraes tot die fondse van die Raad kragtens klousule 18 van hierdie Ooreenkoms;
- (h) bydraes kragtens klousule 23 van hierdie Ooreenkoms.

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

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

- (i) vier-en-veertig in 'n week van Maandag tot en met Vrydag;
- (ii) nege op 'n dag;

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

- (a) tussen 6-uur nm. en 6-uur vm.;
- (b) na 1-uur nm. op meer as vyf dae in 'n week te werk nie.

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

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

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

(4) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy inrigting in diens is, uitgesonderd 'n nagwag, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

waarin 'n werknemer nie verplig of toegelaat mag word om werk te verrig nie en daardie ruspouse moet as deel van die gewone werkure beskou word.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousules (3) en (4) van hierdie klousule, is alle werkure aaneenlopend.

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

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

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

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

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

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

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

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

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

	Per Week. R c	Per Month. R c
Board	0 30	1 30
Lodging	0 20	0 87
Board and Lodging	0 50	2 17

(g) Contributions towards the expenses of the Council in terms of Clause 18 of this Agreement.

(h) Deductions in terms of clause 23 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 labourer shall not exceed—

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

provided that no female employee may be permitted to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days in any week.

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

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

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

(4) *Rest Intervals.*—An employer shall grant to each of his employees, employed in or about his establishment other than a night watchman, a rest interval of not less than 10 minutes at as nearly as practicable—

- (a) the middle of each first work period in a day;
- (b) the middle of each second work period in a day where such period is longer than three hours;

during which the employees shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

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

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

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

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

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie dit vereis word om na 6.30 nm. oortyd te werk, van 'n behoorlike ete voorsien, of in plaas daarvan daardie werknemer betyds 'n bedrag van minstens 15 sent betaal om hom in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(10) *Voorbehoude.*—Die bepalinge van hierdie klousule is nie op 'n handelsreisiger, handelsreisiger se motorbestuurder of 'n wag van toepassing nie, en die bepalinge van subklousule (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n onklaarraking van installasies, masjinerie of ander onvoorsiene noodgeval nie, of in verband met opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, of herstellings aan geboue wat nie gedoen kan word terwyl die masjinerie in werking is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werknemer ten opsigte van elke voltooide 12 maande in sy diens sy werknemer, uitgesonderd 'n los werknemer, die volgende toestaan—

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

en moet so 'n werknemer soos volg betaal—

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

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

- (i) behoudens die bepalinge van paragraaf (v), as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die tydperk van verlof nie met siekteverlof, of met 'n tydperk waarin die werknemer verplig is om militêre opleiding mee te maak, mag saamval nie;
- (iii) as Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van die verlof val, nog 'n dag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;
- (iv) 'n werkgewer enige dag geleentheidsverlof met volle besoldiging wat op die werknemer se skriftelike versoek toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van die tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n diens tydperk van hoogstens twee agtereenvolgende jare te laat ooploop.

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

(4) 'n Werknemer wie se dienskontrak in die loop van enige diens tydperk van twaalf maande by dieselfde werkgewer eindig voordat hy geregtig geword het op die verlof ten opsigte van die diens tydperk soos in subklousule (1) voorgeskryf, moet by diensbeëindiging, benewens ander besoldiging wat hom toekom, ten opsigte van elke voltooide maand van die diens tydperk minstens die volgende betaal word—

- (a) 'n kwart van die weekloon in die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem;
- (b) 'n vyfde van die weekloon in die geval van 'n werknemer in paragraaf (b) van subklousule (1) genoem.

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

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

- (a) met verlof kragtens subklousule (1) van hierdie artikel afwesig is;
- (b) militêre opleiding ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) kragtens klousule 8 met siekteverlof afwesig is;

en dit word geag te begin op die datum waarop die werknemer by sy werkgewer in diens tree of, na gelang van die jongste datum, die datum waarop hy laas op jaarlikse verlof geregtig geword het.

(7) Die verloftydperk moet nie saamval met enige siekteverloftydperk ten opsigte waarvan 'n werknemer kragtens klousule 8 (6) (ii) op siektebetaling geregtig is nie, en ook nie met enige tydperk waarin 'n werknemer militêre opleiding moet ondergaan nie.

(9) *Meals to be Provided.*—An employer shall provide an employee who is required to work overtime after 6.30 p.m. with a sufficient meal or in lieu thereof shall pay to such employee an amount not less than 15 cents in sufficient time to enable him to obtain a meal before the overtime is due to commence.

(10) *Savings.*—The provisions of this clause shall not apply to a traveller, traveller's driver or a watchman, and the provisions of sub-clauses (3), (4) (5) and (7) of this clause shall not apply to an employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work or repairs to buildings which cannot be carried out while machinery is working.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), 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 traveller, sample boy, and a watchman, 21 consecutive calendar days' leave;
- (b) in the case of all other employees, 14 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.

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

- (i) save as provided in paragraph (v), if such leave has not been granted earlier it shall be granted within two months of completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee undergoes military training;
- (iii) If New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant or Christ-Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

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

(4) An employee whose contract of employment terminates during any period of 12 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-fifth of the weekly wage.

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

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

- (a) absent on leave in terms of sub-clause (1) of this clause;
- (b) undergoes military training;
- (c) is absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

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

(7) The period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 8 (6) (ii) nor with any period during which an employee is required to undergo military training.

8. SIKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID.

(1) Hierby word 'n fonds gestig wat bekend staan as die „Siektebystandsfonds van die Lekkergoednywerheid” (hieronder die „fonds” genoem). Alle bates en laste van die fonds ingestel by Goewermentskennisgewing No. 350 van 4 Augustus 1961 word by die fonds ingelyf.

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

(3) Die fonds word geadministreer deur die Raad wat reëls vir die administrasie van die fonds opstel, wysig of verander. Kopieë van die reëls en alle wysigings daarvan moet by die Nywerheids-registrateur ingedien word.

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

Groep 1.—Werknemers vir wie 'n basiese loon van minder as R4 per week, sonder lewenskostetoelae, voorgeskryf is.

Groep 2.—Werknemers vir wie 'n basiese loon van minstens R4, maar minder as R6 per week, sonder lewenskostetoelae, voorgeskryf is.

Groep 3.—Werknemers vir wie 'n basiese loon van minstens R6 maar minder as R8 per week, sonder lewenskostetoelae, voorgeskryf is.

Groep 4.—Werknemers vir wie 'n basiese loon van minstens R8 per week, sonder lewenskostetoelae, voorgeskryf is.

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

Groep 1: Die bedrag van 6 sent.

Groep 2: Die bedrag van 8 sent.

Groep 3: Die bedrag van 11 sent.

Groep 4: Die bedrag van 13 sent.

(b) By elke bydrae wat kragtens subklousule (a) hiervan gedoen word, moet die werkgever 'n bedrag van 17 sent voeg en die totale bedrag, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf, voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

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

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

Groep 1: 5 sent per uur;

Groep 2: 9 sent per uur;

Groep 3: 13 sent per uur;

Groep 4: 17 sent per uur;

met dien verstande dat—

(a) ingeval 'n werknemer vier agtereenvolgende werkdae of langer afwesig is, hy boonop siektebesoldiging ten opsigte van die getal werke wat gedurende die eerste drie dae van afwesigheid verloor is, betaal moet word;

(b) elke sertifikaat wat deur 'n mediese beampte uitgereik word, 'n geldigheidsduur van sewe dae van die datum van uitreiking af het; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, vir sodanige langer tyd as wat hy bepaal, die sertifikaat van een van die mediese beamptes wat deur die raad aangestel is, kan aanvaar;

(c) geen besoldiging bo die getal ure wat kragtens subklousule (6) (A) (i) van hierdie klousule verskuldig geword het, betaalbaar is nie;

(d) die uitdrukking „uur” 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) as hy nie weens siekte van die werk afwesig was nie;

en met dien verstande voorts dat geen siektebystand soos volg betaal word nie—

(e) aan 'n werknemer wie se siekte, ongesteldheid of kwaal na die Raad se mening toe te skryf is aan wangedrag of buitensporige gebruik van bedwelmende drank of verdovingsmiddels;

(f) ten opsigte van besoldigde vakansiedae soos in hierdie Ooreenkoms vasgestel, of ten opsigte van die gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbesoldiging kragtens klousule 7 van hierdie Ooreenkoms ontvang het;

(g) vir enige siekte waarvoor 'n werknemer skadeloosstelling kragtens die Ongevalwet, 1941, ontvang;

8. SWEET INDUSTRY SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the „Sweet Industry Sick Benefit Fund” (hereinafter referred to as „the fund”). The fund shall incorporate all assets and liabilities of the fund established under Government Notice No. 350, dated 4th August, 1961.

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

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

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

Group 1.—Employees for whom a basic wage of less than R4 per week exclusive of cost of living allowance is prescribed.

Group 2.—Employees for whom a basic wage of not less than R4 but less than R6 per week exclusive of cost of living allowance is prescribed.

Group 3.—Employees for whom a basic wage of not less than R6 per week but less than R8 per week exclusive of cost of living allowance is prescribed.

Group 4.—Employees for whom a basic wage of not less than R8 per week exclusive of cost of living allowance is prescribed.

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

Group 1: The sum of 6 cents.

Group 2: The sum of 8 cents.

Group 3: The sum of 11 cents.

Group 4: The sum of 13 cents.

(b) To each contribution made in terms of sub-clause (a) hereof the employer shall add an amount of 17 cents and forward not later than the seventh day of the following month, the total sum, together with a statement in such form as the Council may from time to time prescribe, to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

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

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

Group 1: 5 cents per hour;

Group 2: 9 cents per hour;

Group 3: 13 cents per hour;

Group 4: 17 cents per hour;

provided that—

(a) in the event of an employee being absent for four or more consecutive working days he shall in addition be paid sick pay in respect of the number of working hours lost during the first three days of absence;

(b) each certificate issued by a medical officer shall have a currency of seven days from the date of issue; provided that the Council may, in the event of lengthy illness, accept the certificate of one of the medical officers appointed by the Council for such longer period as it may determine;

(c) no payment in excess of the number of hours accrued in terms of sub-clause (6) (A) (i) of this clause shall be payable;

(d) the term „hour” means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness;

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

(e) to an employee whose illness, affliction or disease is in the opinion of the Council, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;

(f) in respect of paid holidays as specified in this Agreement or in respect of any portion of the annual leave for which an employee received holiday pay in terms of clause 7 of this Agreement;

(g) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;

(h) ten opsigte van bevallings-gedurende die tydperk van vier weke voor en agt weke na die datum van die bevaling waartydens 'n bydraer reg op bystand het kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig;

(i) vir enige tydperk wat 'n werknemer geregtig is op voordeel ingevolge die Werkloosheidsversekeringswet, 1946, soos gewysig.

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

(B) *Mediese en artsnykundige bystand.*—'n Werknemer is geregtig op—

(i) algemene mediese behandeling deur een van die mediese beamptes wat deur die Raad aangestel is (hieronder die mediese beampte genoem), uitgesonderd vir bevallings;

(ii) inspuittings, maar nie inenting en voorkomingsinspuittings wat deur die mediese beampte toegedien word nie;

(iii) operasies en spesialisbehandeling op aanbeveling van die mediese beampte; tot 'n maksimum van R40 (veertig rand) gedurende enige enkele kalenderjaar; met dien verstande dat dit nie behandeling insluit vir beserings wat voortspruit uit 'n werknemer se deelneming aan sport nie;

(iv) voorrade medisyne, salwe, verbande en wasmiddels uit 'n apteek, deur die Raad aangestel, op magtiging van 'n voorskrif wat deur die mediese beampte geteken is.

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

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

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

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

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

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

(b) Wanneer 'n bydraer sy identifikasiekaart verloor, moet hy by die Raad aansoek doen om uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 10c daarvoor, soos deur die betrokke komitee vasgestel kan word.

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

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

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

(b) Bystande word gestaak wanneer die bedrag in die krediet van die fonds benede R200 daal en kan nie hervat word voordat die bedrag in die krediet van die fonds die som van R400 bereik het nie.

(h) in respect of confinements during the period four weeks prior to, and eight weeks subsequent to, the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941, as amended;

(i) for any period during which an employee is entitled to benefits in terms of the Unemployment Insurance Act, 1946, as amended.

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

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

(i) general medical attention from one of the medical officers appointed by the Council (hereinafter styled the medical officer), except confinements;

(ii) injections, excluding vaccination and preventative injection administered by the medical officer;

(iii) operations and specialist treatment on the recommendation of the medical officer up to a maximum of R40 (forty rand) during any one calendar year, provided that this does not include treatment for injuries arising out of an employee's participation in sport;

(iv) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

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

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

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

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

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

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

(b) In the event of a contributor losing his identification card, he shall make application to the Council for the issue of a duplicate card on payment of such fee not exceeding 10 cents in respect thereof as the committee concerned may determine.

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

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

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

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below R200 and shall not recommence until the amount standing to the credit of the fund has reached the sum of R400.

(c) Die Sekretaris moet so spoedig moontlik na 31 Desember van elke jaar 'n staat opstel wat die geide wat ontvang is en die besonderhede van die uitgawes gedurende die 12 maande wat eindig op 31 Desember, aantoon. Sodanige staat moet vir ouditering voorgelê word aan 'n openbare rekenmeester wat deur die Raad aangestel is, en moet aan die Raad voorgelê word, saam met die openbare rekenmeester se verslag. Die geouditeerde staat en die openbare rekenmeester se verslag daarvoor, moet vir insae op die hoofkantoor van die Raad lê en afskrifte daarvan moet binne drie maande vanaf die tydperk daardeur gedek, aan die Nywerheidsregistrator gestuur word.

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

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

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

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

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

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

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

Ingeval die komitee nie in staat is nie of onwillig is om sy pligte na te kom, of wanneer 'n staking van stemme op die komitee ontstaan wat die administrasie van die fonds, na die mening van die Registrator, ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte na te kom en wat vir hierdie doel alle bevoegdhede van die komitee sal besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee, of, na gelang van die geval, deur die kuratore gelikwiede word op die wyse wat in paragraaf (a) van hierdie subklousule uiteengesit word en wanneer die Raad se sake by sodanige verstryking reeds afgesluit en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad gevorm het.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer, met uitsondering van 'n wag, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag, en moet ten opsigte van elke sodanige dag minstens 'n weekloon in klousule 4 (1) en 4 (2) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

Ingeval enigeen van die openbare vakansiedae hierbo genoem, op 'n Saterdag val, moet 'n werknemer ten opsigte van sodanige dag, benewens sy gewone weeklikse besoldiging, 'n bedrag betaal word van minstens die weekloon in klousule 4 (1) of 4 (2) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf.

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

(b) Wanneer 'n los arbeider op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die dagloon vir 'n los arbeider in klousule 4 (1) voorgeskryf, betaal, plus vir elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur agt.

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

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

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

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

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

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

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

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

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

In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in paragraph (a) of this sub-clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the General Funds of the Council.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee, other than a watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day not less than a weekly wage prescribed in clauses 4 (1) and 4 (2) for an employee of his class divided by five; provided that an employee may be required to work on any such day.

In the event of any of the public holidays referred to above falling on a Saturday, an employee shall be paid in respect of such day in addition to his normal weekly remuneration an amount not less than the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by five.

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

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

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

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

(a) aan die werknemer—

- (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy op 'n weksdag gewoonlik werk; of
 - (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen 'n skaal van minstens twee maal sy gewone loonskaal, ten opsigte van die hele tydperk wat hy op dié Sondag werk, of besoldiging wat nie minder is nie as twee maal die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy op 'n weksdag gewoonlik werk, watter ookal die meeste is; of
- (b) die werknemer betaal teen 'n skaal van minstens een en 'n half maal die weekloon voorgeskryf in klousule 4 (1) of klousule 4 (2) vir 'n werknemer van sy klas gedeel deur 44 vir elke uur of 'n gedeelte van 'n uur aldus gewerk en kan binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 (1) of 4 (2) vir 'n werknemer van sy klas voorgeskryf is, gedeel deur vyf.

10. GETALLEVERHOUDING.

(1) 'n Werkgever mag geen—

- (a) assistent-voorman, assistent-voorgewone van 'n ongekwalifiseerde klerklike werknemer in diens neem nie, tensy hy onderskeidelik 'n voorman voorgewone of gekwalifiseerde klerklike werknemer in diens het;
- (b) ongekwalifiseerde lekkergoedmaker in diens neem nie, tensy hy een gekwalifiseerde lekkergoedmaker in diens het;
- (c) algemene werker teen 'n loon van minder as vier rand vyftig sent per week in diens neem nie, tensy hy een algemene werker teen 'n loon van minstens vier rand vyftig sent per week in diens het;

en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker mag hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, en vir elke algemene werker wat minstens vier rand vyftig sent per week ontvang; hoogstens een algemene werker teen minder as vier rand vyftig sent per week in diens geneem word; met dien verstande dat—

- (i) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, na gelang van die geval, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerklike werknemer beskou kan word;
- (ii) 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker wat minstens die loon ontvang wat in klousule 4 (1) of 4 (2), na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker voorgeskryf word, vir die toepassing van hierdie klousule onderskeidelik as 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker beskou kan word.

11. AANSPORINGSWERK.

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

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

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

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

(5) Die bepalinge van enige sodanige aansporingskema en enige daaropvolgende verandering daarvan, waarvoor die komitee ooreenkom, moet op skrif gestel en deur die lede van die komitee onderteken word.

Sodanige skema moet deur die Nywerheidsraad goedgekeur word en mag nie deur die komitee gewysig of deur enigeen van die partye beëindig word nie, tensy die party wat die ooreenkomste wil wysig of beëindig, een maand skriftelik kennis gee. Geen verandering mag sonder die goedkeuring van die Nywerheidsraad aangebring word nie.

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

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

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

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

(a) Pay to the employee—

- (i) 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 week-day; or
- (ii) 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

(b) pay the employee at a rate not less than one and one-half times the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by 44 for each hour or part of an hour so worked and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) or 4 (2) for an employee of his class divided by five.

10. PROPORTION OR RATIO.

(1) An employer shall not employ—

- (a) an assistant foreman, assistant forewoman or an unqualified clerical employee, unless he has in his employ a foreman, forewoman, or qualified clerical employee respectively;
- (b) an unqualified sweetmaker, unless he has in his employ one qualified sweetmaker;
- (c) a general worker at a wage of less than four rand fifty cents per week, unless he has in his employ one general worker at a wage of not less than four rand fifty cents per week;

and for each qualified clerical employee or sweetmaker, not more than one unqualified clerical employee or sweetmaker, respectively and for each general worker receiving not less than four rand fifty cents per week not more than one general worker at less than four rand fifty cents per week may be employed; provided that—

- (i) an employee who is wholly or mainly engaged in performing the work of a foreman, sweetmaker or clerical employee may be deemed to be a foreman, qualified sweetmaker or clerical employee as the case may be;
- (ii) for the purposes of this clause, an unqualified clerical employee or sweetmaker receiving not less than the wage prescribed in clause 4 (1) or 4 (2) for a qualified clerical employee or sweetmaker, as the case may be, be deemed to be a qualified clerical employee or sweetmaker respectively.

11. INCENTIVE WORK.

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

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

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

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

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

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

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

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

12. LOGBOEK.

(1) Elke werkgever moet vir gebruik deur elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder in sy diens, 'n logboek met kopieblaie, so na as moontlik in die volgende vorm verskaf:—

Daaglikse log.

Naam van werkgever.....
 Naam van bestuurder.....
 Tyd waarop werk begin het.....vm./nm.
 Tyd waarop werk gestaak is.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etensure van.....vm./nm. tot.....vm./nm.
 Onklaarrakings, ongelukke en/of ander vertragings.....

.....
 Handtekening van bestuurder.

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

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

13. OORPAKKE.

(1) 'n Werkgever moet oorpakke kosteloos aan elkeen van sy werknemers verskaf, of in plaas daarvan aan elke werknemer een maal in elke drie maande die som van vyf-en-tagtig sent vir die aankoop van oorpakke betaal en dit bly die werkgever se eiendom.

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

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

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

'n Werkgever mag geen persoon onder 15 jaar in diens hê nie.

15. DIENSSERTIFIKAAT.

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

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los arbeider, moet minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever of sy werknemer kan die dienskontrak sonder kennisgewing beëindig deur een week se loon te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing; met dien verstande dat dit nie die onderstaande raak nie:—

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

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

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

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

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

12. LOG BOOK.

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

Daily Log.

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

.....
 Signature of Driver.

(2) Every driver, upon being provided with the log book referred to in sub-clause (1) of this clause, unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log book in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

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

13. OVERALLS.

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

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

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

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

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

15. CERTIFICATE OF SERVICE.

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual labourer, shall give not less than one week's notice, in writing, of his intention to terminate the contract of employment, or an employer or his employee shall be entitled to terminate the contract of service without notice by paying or forfeiting, as the case may be, one week's pay in lieu of such notice; provided that this shall not affect—

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

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

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

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

(4) The notice referred to in sub-clause (1) of this clause, shall take effect from the usual pay day of the employee: Provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7, sick leave in terms of clause 8 or during any period an employee is undergoing military training.

17. VRYSTELLINGS.

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

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

uitgesonderd met die doel om werk te doen—

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

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

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

- (a) Die volle naam van die betrokke persoon;
- (b) die tydperk waarvoor die vrystelling van krag is;
- (c) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (d) die voorwaardes waaronder die vrystelling verleen is.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingstifikate wat uitgereik word in volgorde nummer;
- (b) van elke sodanige tifikaat 'n kopie hou en 'n kopie aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
- (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingstifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD.

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

19. TOEPASSING VAN OOREENKOMS.

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

20. AGENTE.

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

21. INDIENSNEMING VAN LEDE.

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

22. ORGANISASIE VAN WERKNEMERS.

Elke werkgewer moet enige beampte wat deur die vakvereniging daartoe gemagtig is, toelaat om sy inrigting gedurende die middag-tensuur te besoek, ten einde—

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

23. VAKVERENIGINGLEDGELD.

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

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet in of op die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

Namens die partye op hede die 26ste dag van November 1962, in Port Elizabeth, onderteken.

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

H. H. BERNSTEIN,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

17. EXEMPTIONS.

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

- (i) between 6 o'clock p.m. and 6 o'clock a.m.;
- (ii) after 1 o'clock p.m. on more than five days in any week;

except for the purposes of performing work—

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

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

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

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

18. EXPENSES OF THE COUNCIL.

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

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EMPLOYMENT OF MEMBERS.

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

22. ORGANISATION OF EMPLOYEES.

Every employer shall permit any official authorised by the trade union to enter his establishment during the lunch interval for the purpose of—

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

23. TRADE UNION SUBSCRIPTIONS.

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

24. EXHIBITION OF AGREEMENT.

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

Signed at Port Elizabeth as authorised for and on behalf of the parties this 26th day of November, 1962.

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

H. H. BERNSTEIN,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

No. 1353.] [30 Augustus 1963.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby 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, gepubliseer by Goewermentskennisgewing No. 1352 van 30 Augustus 1963, 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.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1353.] [30 August 1963.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby 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 Sweet Manufacturing Industry, published under Government Notice No. 1352 of the 30th August, 1963, 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.

M. VILJOEN,
Deputy-Minister of Labour.

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