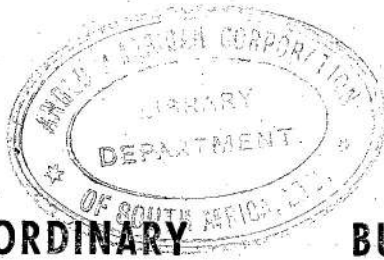




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UNIE VAN SUID-AFRIKA



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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 874.]

[1 May 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

SWEETMAKING INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry shall be binding from the second Monday after date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the second Monday after date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of the Cape; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declares that in the Magisterial District of the Cape and from the second Monday after date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 19 (inclusive) and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 874.]

[1 Mei 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

LEKKERGOEDVERVAARDIGINGSNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby:—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Lekkergoedvervaardigingsnywerheid betrekking het, van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van die organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, en 21 tot en met 23 van genoemde Ooreenkoms van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag bindend is vir die ander werkgewers en werknemers betrokke by of in dien in genoemde Nywerheid in die magistraatsdistrik die Kaap; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19, en 21 van genoemde Ooreenkoms van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag in die magistraatsdistrik die Kaap, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

"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 of 9 p.m. and 7 a.m.

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

"part-time 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 purpose 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;

"piece-work" means any system under which an employee's remuneration is based upon the quantity of work or output;

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

"sample boy" means an employee who accompanies the traveller on his rounds and who may carry the traveller's sample, pack and unpack it;

"scoring machine cutter" means an employee who sets and operates a scoring machine;

"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 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;

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

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

(b) all operations incidental to, or consequent to the manufacture of the 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 not had less than one year's experience;

"traveller, unqualified," means a traveller who has had less than one year's experience;

"traveller's driver" means an employee who accompanies a traveller on his journeys and who may drive a motor vehicle conveying such traveller;

"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 Ambulance Association;

(c) Noodhulpliga van Suid-Afrika;

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

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

"motorvoertuig", 'n voertuig wat ontwerp is vir 'n ander manier van voortbeweging as deur menslike of dierlike krag en wat gebruik word vir die vervoer van goedere, behalwe 'n handelsreisiger se monsters, of vir die vervoer van 'n handelsreisiger;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordbepaling sluit "n motorvoertuig bestuur" in alle tydperke wat dit bestuur word en alle tyd wat die bestuurder aan die voertuig of die vrag bestee, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"nagskof", 'n werkydperk wat vir die grootste gedeelte tussen die ure 9 nm. en 7 vm. val;

"bediening van 'n masjien" sluit in die versorging, aansit of stop van die masjien en kan vul of leegmaak insluit;

"deeltydse motorvoertuigbestuurder", 'n werknemer wat hoogstens twee uur altesaam op 'n dag 'n motorvoertuig bestuur, en vir die toepassing van die woordbepaling "n motorvoertuig bestuur", sluit dit in alle tydperke wat bestuur word en alle tyd wat die bestuurder aan die voertuig of die vrag bestee, terwyl hy in beheer oor die voertuig is;

"stukwerk", 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid verrigte werk berus;

"degelpersdrukker", 'n werknemer wat 'n degelpers (behalwe 'n degelpers met outomatiese voeder, groter as 10 duim by 15 duim, of 'n etiket-oordrukmasjien) kan gereedmaak en daarop druk, met inbegrip van die sluit van die vorms in die masjienraam;

"monsterbediende", 'n werknemer wat die handelsreisiger op sy rondtes vergesel en wat die handelsreisiger se monsters kan dra, inpak en uitpak;

"keepmasjienbediener", 'n werknemer wat keepmasjiene stel en bedien;

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

"magasynmeester", 'n werknemer met algemene beheer oor voorraad of afgewerkte produkte wat verantwoordelik is vir die ontvang, verpak of uitpak van goedere in 'n magasyn of pakhuis en/of aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdeling in 'n inrigting of vir versending;

"lekkergoedmaker", 'n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd wat die bestanddele eers in die mengpanne, kookpanne of draai-panne geplaas word, tot die massa lekkergoed gereed is om opgesny, gefatsoeneer, opgemeet, 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 bekleding gebruik of andersins gefabriseer te word;

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

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

"Lekkergoednywerheid", sonder om die gewone betekenis van die woord enigins te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die vervaardiging van lekkergoed in inrigtings wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word, en sluit in—

(a) die vervaardiging van handelsartikels of bestanddele wat gebruik word vir die vervaardiging van lekkergoed, as dit gedoen word deur sulke werkgewers en werknemers wat in die vervaardiging van lekkergoed werk-saam is; en

(b) alle werksaamhede wat behoort by of die gevolg is van die vervaardiging van lekkergoed of sulke handelsartikels of bestanddele wat deur enige van die werkgewers van sulke werknemers uitgeoefen word;

"handelsreisigers", 'n werknemer wat buite die inrigting van sy werkgewer bestellings werf en insamel;

"handelsreisiger, gekwalifiseer", 'n handelsreisiger met minstens een jaar ervaring;

"handelsreisiger, ongekwalifiseer", 'n handelsreisiger met minder as een jaar ervaring;

"handelsreisiger se voertuigbestuurder", 'n werknemer wat 'n handelsreisiger op sy reis vergesel en wat die voertuig wat die handelsreisiger vervoer, kan bestuur;

"welsynbeampte", 'n werknemer wat 'n geldige bekwaamheid-sertifikaat vir eerstehulp besit wat deur enige van onderstaande organisasies uitgereik is:—

(a) Rooikruisvereniging van Suid-Afrika;

(b) St. John Ambulansvereniging;

(c) Noodhulpliga van Suid-Afrika;

en wat beheer oor die kamer vir eerstehulp is;

"loon", die gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werkure soos in klousule 6 bepaal.

REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each of his employees of the undermentioned classes, 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.		
	£	s.	d.
Foreman	8	10	6
Assistant foreman	6	19	0
Forewoman	4	17	0
Assistant forewoman	3	16	0
Group leader, team supervisor or first-aid worker ...	3	5	6
Sweetmaker, qualified	6	8	6
Sweetmaker, unqualified—			
during first six months' experience	1	12	6
during second six months' experience	2	2	6
during third six months' experience	2	12	6
during fourth six months' experience	3	2	6
during fifth six months' experience	3	12	6
during sixth six months' experience	4	4	0
during seventh six months' experience	4	14	6
during eighth six months' experience	5	5	0
during ninth six months' experience	5	12	9
during tenth six months' experience	6	0	6
Provided that in the case of a sweetmaker who has had experience as a general worker, each six months of experience shall be deemed to be equivalent to three months' experience as a sweetmaker; provided further that the experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than twelve months in the aggregate.			
Clerical employee, male, qualified	6	3	9
Clerical employee, male, unqualified—			
during first year of experience	2	1	11
during second year of experience	2	18	3
during third year of experience	3	15	3
during fourth year of experience	4	12	3
during fifth year of experience	5	9	3
Clerical employee, female, qualified	3	15	3
Clerical employee, female, unqualified—			
during first year of experience	2	1	11
during second year of experience	2	11	2
during third year of experience	3	0	9
during fourth year of experience	3	10	3
Assistant storeman	4	6	6
Welfare officer	3	16	0
Cloakroom attendant	2	15	0
Maintenance man	5	5	0
Guillotine cutter	3	15	0
Scoring machine cutter	3	15	0
Mechanic	7	1	0
Traveller's driver	3	2	6
Sample boy	2	12	6
Compositor	9	19	6
Platen pressman	5	11	8
Boiler attendant	2	7	6
Part-time motor vehicle driver	2	5	0
General worker, qualified	3	0	0
General worker, unqualified—			
during first three months' experience	1	10	0
during second three months' experience	1	15	0
during third three months' experience	2	0	0
during fourth three months' experience	2	6	6
during fifth three months' experience	2	9	0
during sixth three months' experience	2	11	6
Labourer—			
male labourer of the age of 18 years and over ...	2	2	6
male labourer under the age of 18 years	1	7	8
female labourer of the age of 18 years and over ...	1	18	6
female labourer under the age of 18 years	1	7	8
	Per month.		
	£	s.	d.
Traveller, qualified	45	0	0
Traveller, unqualified—			
during first six months of experience	25	0	0
during second six months of experience	27	10	0
during third six months of experience	30	0	0
during fourth six months of experience	32	10	0
during fifth six months of experience	35	0	0
during sixth six months of experience	37	10	0
during seventh six months of experience	40	0	0
during eighth six months of experience	42	10	0
thereafter	45	0	0

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elkeen van sy werknemers in die ondergenoemde klasse moet betaal, is die onderstaande; met dien verstande dat 'n werknemer vir die toepassing van hierdie klousule gereken moet word as lid van die klas behoort waarin hy uitsluitlik of hoofsaaklik werkzaam is:—

	Per week.		
	£	s.	d.
Voorman	8	10	6
Assistent-voorman	6	19	0
Voorvrou	4	17	0
Assistent-voorvrou	3	16	0
Groepelier, spanopsigter of eerstehulpwerker ...	3	5	6
Lekkergoedmaker, gekwalifiseer	6	8	6
Lekkergoedmaker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	12	6
gedurende tweede ses maande ervaring	2	2	6
gedurende derde ses maande ervaring	2	12	6
gedurende vierde ses maande ervaring	3	2	6
gedurende vyfde ses maande ervaring	3	12	6
gedurende sesde ses maande ervaring	4	4	0
gedurende sewende ses maande ervaring	4	14	6
gedurende agste ses maande ervaring	5	5	0
gedurende negende ses maande ervaring	5	12	9
gedurende tiende ses maande ervaring	6	0	6
met dien verstande dat in die geval van 'n lekkergoedmaker wat ervaring as 'n algemene werker besit, ses maande van sulke ervaring gereken moet word as gelyk aan drie maande ervaring as lekkergoedmaker; voorts met dien verstande dat die ervaring as 'n algemene werker nie vir meer as twaalf maande ervaring altesaam as lekkergoedmaker gereken kan word nie.			
Klerklike werknemer, manlik, gekwalifiseer	6	3	9
Klerklike werknemer, manlik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	1	11
gedurende tweede jaar ervaring	2	18	3
gedurende derde jaar ervaring	3	15	3
gedurende vierde jaar ervaring	4	12	3
gedurende vyfde jaar ervaring	5	9	3
Klerklike werknemer, vroulik, gekwalifiseer	3	15	3
Klerklike werknemer, vroulik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	1	11
gedurende tweede jaar ervaring	2	11	2
gedurende derde jaar ervaring	3	0	9
gedurende vierde jaar ervaring	3	10	3
Assistent-magasyneester	4	6	6
Welsynbeampte	3	16	0
Kleedkamerbediende	2	15	0
Instandhouer	5	5	0
Valmesbediener	3	15	0
Keepmasjiëbediener	3	15	0
Werktuigkundige	7	1	0
Handelsreisiger se voertuigbestuurder	3	2	6
Monsterbediende	2	12	6
Lettersetter	9	19	6
Degelpersdrukker	5	11	8
Ketelbediener	2	7	6
Nagwag	2	7	6
Deeltydse motorvoertuigbestuurder	2	5	0
Algemene werker, gekwalifiseer	3	0	0
Algemene werker, ongekwalifiseer—			
gedurende eerste drie maande ervaring	1	10	0
gedurende tweede drie maande ervaring	1	15	0
gedurende derde drie maande ervaring	2	0	0
gedurende vierde drie maande ervaring	2	6	6
gedurende vyfde drie maande ervaring	2	9	0
gedurende sesde drie maande ervaring	2	11	6
Arbeider—			
manlike arbeider, 18 jaar oud en ouer ...	2	2	6
manlike arbeider, onder 18 jaar	1	7	8
vroulike arbeider, 18 jaar oud en ouer ...	1	18	6
vroulike arbeider, onder 18 jaar	1	7	8
	Per maand.		
	£	s.	d.
Handelsreisiger, gekwalifiseer	45	0	0
Handelsreisiger, ongekwalifiseer—			
gedurende eerste ses maande ervaring	25	0	0
gedurende tweede ses maande ervaring	27	10	0
gedurende derde ses maande ervaring	30	0	0
gedurende vierde ses maande ervaring	32	10	0
gedurende vyfde ses maande ervaring	35	0	0
gedurende sesde ses maande ervaring	37	10	0
gedurende sewende ses maande ervaring	40	0	0
gedurende agste ses maande ervaring	42	10	0
daarna	45	0	0

Per
Week.
£ s. d.

Motor vehicle driver—

driving a vehicle other than a steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does not exceed 6,000 lb.	4	6	6
driving vehicle other than steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does exceed 6,000 lb. but does not exceed 10,000 lb.	5	5	0
driving vehicle other than a steamwagon, unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, does exceed 10,000 lb.	7	0	0

Casual Labourer.—For each day or part of a day of employment, one-fifth of the wage prescribed for a labourer of the age of 18 years and over.

(2) **Basis of Contract.**—For the purpose of this clause the basis of contract of an employee other than a casual labourer, shall be weekly and, save as provided in sub-clause (4) 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) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(3) **Night Shift Remuneration.**—An employee, employed on night shift, other than a night watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity shall be paid not less than the remuneration prescribed in sub-clause (1) for an employee of his class, divided by .45 for each hour or part of an hour so worked, plus 20 per cent.

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

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

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

is prescribed in sub-clause (1) shall pay to such employee in respect of 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) 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) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(5) **Calculation of Monthly Wage.**—Whenever the wage due to an employee is in terms of clause 4 (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) for an employee of his class.

(6) **Transport and Subsistence Allowance.**—(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) re-imbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not extending over a night;

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

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

(2) who used his employer's motor vehicle or who is required to travel by train or any other, but his own, means of conveyance, shall be re-imbursed 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 over-night garaging of a motor vehicle shall be deemed to be a transport expense;

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

(b) Any allowances and expenses payable to a traveller in terms of sub-clause (6) (a) shall be paid by his employer within seven days of the traveller's written claim thereof; provided that a traveller shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit any such claim at intervals between claims of more than one month.

Per
week.
£ s. d.

Motorvoertuigbestuurder—

wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur die voertuig, nie 6,000 lb. oorskry nie	4	6	6
wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur die voertuig, 6,000 lb. oorskry maar nie 10,000 lb. nie	5	5	0
wat 'n voertuig bestuur, behalwe 'n stoomwa, waarvan die gewig sonder vrag, tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens vasgemaak aan of getrek deur die voertuig 10,000 lb. oorskry	7	0	0

Los arbeider.—Vir elke dag of gedeelte van 'n dag se diens, een-vyfde van die loon soos vir 'n arbeider, 18 jaar oud en ouer, voorgeskryf.

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

(3) **Nagskofbesoldiging.**—'n Werknemer wat op nagskof werk, behalwe 'n nagwag, of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die verkoelerinstallasie 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) vir 'n werknemer van sy klas voorgeskryf, gedeel deel 45, plus 20 persent betaal word.

(4) **Differensiële loon.**—'n Werknemer wat van 'n lid van een klas van sy werknemers, behalwe 'n arbeider, vereis of hom toelaat om vir meer as een uur altesaam op 'n dag, en 'n werknemer wat van sy arbeider vereis of hom toelaat om, 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 opgaande loonskaal wat op 'n hoër loon as dié vir sy eie klas eindig;

in subklousule (1) van hierdie klousule voorgeskryf word, moet dié werknemer ten opsigte van die hele dag waarop die werk verrig word, 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 soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, plus 20 persent;

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

(5) **Berekening van maandloon.**—Wanneer die loon wat kragtens klousule 4 (1) aan 'n werknemer verskuldig is, maandeliks betaal word, moet die loon bereken word teen 4½ maal die loon wat vir 'n werknemer van sy klas in subklousule (1) van hierdie klousule voorgeskryf word.

(6) **Vervoer- en onderhoudstoelae.**

(a) 'n Handelsreisiger wat—

(1) tydens 'n reis ter uitvoering van sy pligte vir meer as ses opeenvolgende ure van sy tuiste en sy werkgewer se inrigting afwesig is, moet deur sy werkgewer—

(i) vergoed word vir alle redelike uitgawes ten opsigte van maaltye en ligte maaltye gedurende so 'n afwesigheid wat nie 'n nag insluit nie;

(ii) 'n onderhoudstoelae van minstens twee-en-twintig sjelings en ses pence per nag betaal word waar die afwesigheid een of meer nagte insluit;

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

(2) sy werkgewer se voertuig gebruik of per trein of enige ander vervoermiddel buiten sy eie reis, moet deur sy werkgewer vergoed word vir alle redelike vervoerkoste wat hy ter aflegging van sy pligte aangegaan het, en vir die toepassing van hierdie paragraaf word die oornagte bère van 'n motor in 'n garage as vervoerkoste beskou;

(3) verplig of toegelaat word om sy eie motorvervoer te verskaf, 'n omvattende vervoertoelae van minstens sewe-en-half pence per myl wat hy ter aflegging van sy pligte aflê, betaal word.

(b) Toelae en koste wat 'n handelsreisiger ingevolge subklousule (6) (a) toekom, moet binne sewe dae nadat dit skriftelik geëis is, betaal word; met dien verstande dat 'n handelsreisiger nie meer as een eis per week of minder as een eis per maand mag indien nie.

(c) *Subsistence Allowance*.—In addition to the remuneration prescribed in sub-clause (1). The following subsistence allowance shall be paid to the traveller's drivers and sample boys for each night spent away from home in the course of their duty:—

Traveller's driver (per night) ... 3s. 6d.
Sample boy ... 3s. 6d.

(7) *Cost of Living Allowance*.—All employees for whom wages are prescribed in this Agreement, shall be paid a cost of living allowance in terms of War Measure No. 43 of 1942, as amended from time to time; provided that all unqualified General Workers shall receive an additional 1s. 6d. per week cost of living allowance, over and above the existing statutory cost of living allowance as prescribed by War Measure No. 43 of 1942 as amended from time to time.

5. PAYMENT OF REMUNERATION.

(1) *An Employee, other than a Casual Labourer*.—Save as provided in clause 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 amount of 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 any employees.

(4) *Purchase of Goods*.—An employer shall not require his employees to purchase 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, as amended, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

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

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

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

(d) Whenever the ordinary hours of work, prescribed in clause 6 (1) are reduced on account of short-time, a deduction in respect of each hour of such reduction of one-fortieth of the weekly wage prescribed in clause 4 (1); provided that such deduction shall not exceed one-quarter of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced and provided further that no deduction shall be made—

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

(ii) in the case of short-time due to a general break-down in 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, Day of the Covenant or Christmas Day, on which an employee is required or permitted not to work, of one-fifth of the weekly wage which he was receiving immediately prior to such public holiday.

(f) *Board and Lodging*.—When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

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

(g) Deductions in respect of trade union subscriptions deductible in respect of clause 23 of the Agreement.

(c) *Onderhoudstoelae*.—Benewens die besoldiging wat in subklousule (1) voorgeskryf word, moet onderstaande onderhoudstoelae betaal word aan die handelsreisiger se bestuurder en monsterbediende vir elke nag wat weg van die huis af deurgebring moet word ter aflegging van hul pligte:—

Bestuurder (per nag) ... 3s. 6d.
Monsterbediende ... 3s. 6d.

(7) *Lewenskostetoelae*.—Aan werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet 'n lewenskostetoelae ingevolge Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word, met dien verstande dat ongekwalifiseerde algemene werkers 'n ekstra 1s. 6d. lewenskostetoelae per week moet ontvang bó dié wat in die oorlogsmaatregel voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, behalwe 'n los arbeider*.—Behoudens soos bepaal in klousule 7 (3), moet bedrae wat aan 'n werknemer verskuldig is, weekliks of, as die werkgever en werknemer aldus skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gebruikelike betaaldag van die inrigting, of by diensbeëindiging as dit voor die gebruikelike betaaldag plaasvind, en moet bevat wees in 'n koevert of ander houer wat die name van die werkgever en die werknemer, die werknemer se ambag, die getal gewone ure, oortyd- en nagskoffure wat gewerk is, die bedrag van verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

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

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

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

(5) *Kos en huisvesting*.—Behoudens soos bepaal by die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturrellearbeid Regelingswet, 1911, kan geen werkgever van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat hy aanwys, kos en/of huisvesting aan te neem nie.

(6) *Boetes en kortings*.—'n Werkgever kan geen boetes van sy werknemer hef, nog kortings van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

(a) Met die skriftelike toestemming van die werknemer, 'n korting vir verlof, siekte, versekerings-, voorsorg-, of pensioenfondse, of ledegedelde aan 'n werknemersorganisasie;

(b) behoudens soos bepaal in klousule 8, wanneer 'n werknemer weens ongeval of siekte van die werk wegbly, 'n korting in verhouding tot die tydperk van afwesigheid;

(c) 'n korting van bedrae wat die werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;

(d) wanneer die gewone werkure soos in klousule 6 (1) voorgeskryf, verminder word weens korttyd, ten opsigte van elke uur van die vermindering 'n korting van een-veertigste van die weekloon soos in klousule 4 (1) voorgeskryf; met dien verstande dat die korting hoogstens een-kwart van die werknemer mag bedra, afgesien van die getal ure waarmee die gewone werkure verminder is, en voorts met dien verstande dat geen korting afgetrek mag word—

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

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

(e) 'n Korting ten opsigte van elke openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag, waarop 'n werknemer verplig of toegelaat word om nie te werk nie, een-vyfde van die weekloon wat hy onmiddellik voor die openbare vakansiedag ontvang het.

(f) *Kos en huisvesting*.—As 'n werknemer toestem of kragtens die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturrellearbeid Regelingswet, 1911, verplig word om kos en/of huisvesting van sy werkgever aan te neem, 'n korting van hoogstens die onderstaande bedrae:—

	Per week. £ s. d.	Per maand. £ s. d.
Kos	0 3 0	0 13 0
Huisvesting	0 2 0	0 8 8
Kos en huisvesting	0 5 0	1 1 8

(g) Kortings ten opsigte van vakverenigingsledegedelde moet afgetrek word ooreenkomstig klousule 23 van hierdie Ooreenkoms.

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

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

- (i) 45 in any week from Monday to Friday inclusive;
- (ii) nine in any day.

(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 a 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 ten minutes 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 employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) 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 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 a male employee to work overtime for not more than—

(a) two hours on any one day from Monday to Friday inclusive;

(b) four hours on a Saturday;

(c) six hours during any week, from Monday to Saturday inclusive;

(d) sixty days in any year;

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

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

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

(c) to work overtime for more than two hours on any one day from Monday to Friday inclusive;

(d) to work overtime for more than four hours on a Saturday;

(e) to work overtime for more than three consecutive days;

(f) to work overtime on more than sixty days in any year;

(g) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay to his employee, in respect of all overtime worked by him the remuneration at a rate not less than one and a third times the wage prescribed in clause 4 (1) for an employee of his class; 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.

(10) *Meals to be Provided.*—An employer shall provide an employee who is required to work overtime after 6.40 p.m. with a sufficient meal, or in lieu thereof shall pay to such employee an amount not less than one shilling and sixpence, in sufficient time to enable him to obtain a meal before the overtime is due to commence.

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

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) of this clause, an employer shall grant to his employee, in respect of each completed year of employment with him, thirteen consecutive working days' leave and shall, in respect of each day thereof, pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave, divided by five.

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

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

(i) 45 per week van Maandag tot en met Vrydag;

(ii) 9 per dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens agt per dag.

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

(a) as die onderbreking langer as een uur duur, alle tyd bo 1½ uur as deel van die gewone werkure of, na gelang van die geval, as oortyd gereken moet word;

(b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word.

(4) *Ruspoos.*—'n Werknemer moet aan elkeen van sy werknemers in of by sy inrigting in diens, behalwe 'n nagwag, 'n ruspoos van minstens tien minute toestaan so na as moontlik aan—

(a) die middel van elke eerste werktydperk op 'n dag;

(b) die middel van elke tweede werktydperk op 'n dag as die tydperk langer as drie uur duur;

waarin 'n werknemer nie verplig of toegelaat kan word om werk te verrig nie, en die ruspoos word as deel van die gewone werkure beskou.

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

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

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

(a) twee uur per dag van Maandag tot en met Vrydag;

(b) vier uur op Saterdag;

(c) ses uur per week van Maandag tot en met Saterdag;

(d) sestig dae per jaar;

(8) *Vroulike werknemers.*—Geen werkgewer kan 'n vroulike werknemer verplig of toelaat om—

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

(b) na 1 nm. op meer as vyf dae per week;

(c) meer as twee uur per dag van Maandag tot en met Vrydag;

(d) meer as 4 uur op 'n Saterdag;

(e) op meer as drie opeenvolgende dae;

(f) op meer as sestig dae per jaar;

(g) na voltooiing van haar gewone werkure vir meer as een uur per dag oortyd te werk nie, tensy hy haar—

(i) voor middag daarvan in kennis gestel het;

(ii) van 'n toereikende maaltyd voorsien het voordat sy met oortyd moet begin; of

(iii) een sjieling en ses pennies betyds betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat sy met oortyd moet begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat deur hom gewerk word, minstens een en een-derde maal die loon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, betaal; met dien verstande dat as in 'n week oortyd bereken 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.

(10) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer wat 6.40 nm. oortyd moet werk, van 'n behoorlike ete voorsien, of in plaas daarvan betyds minstens een sjieling en ses pennies betaal om hom in staat te stel 'n ete te verkry voordat die oortyd moet begin.

(11) *Voorbehoedsbepalings.*—Hierdie klousule is nie op 'n handelsreisiger, handelsreisiger se voertuigbestuurder of 'n nagwag van toepassing nie, en subklousules (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wat noodwerk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene omstandighede, of in verband met grondige skoonmaak 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 subklousule (2) van hierdie klousule moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom, dertien agtereenvolgende werkdae verlof toestaan en die werknemer ten opsigte van elke dag daarvan minstens die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, gedeel deur vyf.

(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) of this sub-clause if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;
- (iv) 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 to the employee on the last work day before the date of commencement of such leave.

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

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) of this 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 purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent from work on leave, in terms of sub-clause (1) of this clause;
 - (b) required to undergo training under the South Africa Defence Act, 1912;
 - (c) absent from work on the instructions of or at the request of his employer;
 - (d) absent from work on sick leave in terms of clause 8;
- and shall be deemed to commence—

- (i) in the case of an employee who is in employment at the date of coming into force of this Agreement, from the date on which the employee last became entitled to leave under Wage Determination No. 99, Sweet Manufacturing Industry, or under the Agreement published under Government Notice No. 2822 of the 24th December, 1948, the period of operation of which was extended by Government Notice No. 2795 of the 30th December, 1949, and Government Notice No. 4552 of the 23rd February, 1951, or from the date on which he entered the employer's service, whichever is the later;
- (ii) in the case of all other employees, from the date they enter the employer's service.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with the same employer who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1934, ten work days' sick leave in the aggregate during any one year of employment with him, and shall pay to him in respect of each such day one-fifth of the weekly wage he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

(2) For the purpose of this clause, the expression "employment" have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual labourer works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five, plus in respect of each hour or part of an hour so worked such weekly wage divided by 45.

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

- (i) behoudens soos bepaal in paragraaf (v) van hierdie subklousule, as die 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 verlof nie met siekteverlof of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag binne die verlof val, nog 'n dag as 'n tydperk van verlof met volle betaling aan genoemde tydperk toegevoeg moet word;
- (iv) 'n werkgever elke dag geleentheidsverlof met volle betaling wat op 'n werknemer se eie skriftelike versoek gedurende die jaar diens waarop die jaarlikse verlof betrekking het, toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgever en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n dienstydperk van hoogstens twee agtereenvolgende jare te laat oploop.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n volgende jaar diens by dieselfde werkgever eindig voordat die tydperk verlof wat in subklousule (1) van hierdie klousule voorgeskryf word, opgeloopt het, moet behoudens soos bepaal in die vierde voorbehoud van subklousule (2) van hierdie klousule by beëindiging ten opsigte van elke volle maand diens van die tydperk van minder as een jaar minstens een en een-twaalfde van die dagloon wat hy onmiddellik voor beëindiging ontvang het, betaal word.

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

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

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

en dat diens begin—

- (i) in die geval van 'n werknemer wat hierdie Ooreenkoms in diens is, van die datum waarop hy laas kragtens Loonvaststelling No. 99, Lekker-goedvervaardigingsnwyerheid, op verlof geregtig geword het, of kragtens die Ooreenkoms bekendgemaak by Goewermmentskennissgewing No. 2822 van 24 Desember 1948, waarvan die geldigheidsduur by Goewermmentskennissgewings Nos. 2795 van 30 Desember 1949 en 4552 van 23 Februarie 1951 verleng is, of van die datum af waarop hy tot die werkgever se diens toegetree het, watter datum ook al die jongste is;
- (ii) in die geval van alle ander werknemers, van die datum waarop hulle by die werkgever in diens kom.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemer wat na een maand diens by dieselfde werkgever weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor kragtens die Ongevalwet, 1941, skadeloosstelling betaalbaar is, altesame tien werkdag siekteverlof in 'n jaar diens by hom toestaan en hom ten opsigte van elke dag daarvan een-vyfde van die weekloon wat hy onmiddellik voor die aanvang van sulke verlof ontvang het, betaal; met dien verstande, dat die werkgever kan vereis dat vir elke tydperk van afwesigheid waarvoor betaling geëis word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is, voorgelê word.

(2) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, behalwe 'n nagwag, het reg op verlof op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Kersdag, en moet ten opsigte van elke dag minstens die weekloon soos in klousule 4 (1) ten opsigte van 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat van 'n werknemer vereis kan word om op daardie dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer behalwe 'n los arbeider, op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur die weekloon gedeel deur 45.

(b) Whenever a casual labourer works on New Year's Day, Good Friday, 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 worked.

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

- (a) not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by two and a half; or
- (b) not less than one and a half times the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by 45 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 of such day's leave not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five.

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

10. PROPORTION OR RATIO.

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) less than 60 per cent proportion of general workers receiving a weekly wage of £2. 7s. 6d. or more;
- (d) a male labourer under the age of eighteen years unless he has in his employ four male labourers of the age of eighteen years or over; or two male labourers under the age of eighteen years unless he has in his employ seven male labourers of the age of eighteen years or over; and for each qualified clerical employee or sweetmaker not more than one unqualified sweetmaker or clerical employee may be employed; provided that—
- (i) an employer 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 purpose of this clause, an unqualified clerical employee or sweetmaker receiving not less than the wage prescribed in clause 4 (1), for a qualified clerical employee or sweetmaker, as the case may be, may be deemed to be a qualified clerical employee or sweetmaker respectively.

11. PIECEWORK.

(1) An employee employed on piecework for any period shall be paid the full amount earned by him under the piecework rates agreed upon between him and his employer, provided that irrespective of the amount of piecework performed, such employee shall, in respect of such period be paid not less than the remuneration which would have been paid to him had he been employed as a time-worker during such period, plus 15 per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment, a schedule of the piecework rates referred to in sub-clause (1), and shall not later such rates unless he has given his employee not less than two weeks' notice of the proposed alteration.

12. LOG BOOKS.

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

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 over-time 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 section, unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log book in duplicate in respect of each day's work and shall, within twenty-four hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer.

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

(b) Wanneer 'n los arbeider op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die dagloon soos vir 'n los arbeider in klousule 4 (1) voorgeskryf, betaal, plus vir elke uur die loon gedeel deur agt.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer, behalwe 'n los arbeider, op Sondag werk, moet sy werkgever hom of—

- (a) minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 2½, betaal; of
- (b) minstens 1½ maal die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 45, betaal vir elke uur of gedeelte van 'n uur en hom binne sewe dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 5, betaal.

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

10. GETALLEVERHOUDING.

'n Werkgever mag nie—

- (a) 'n assistent-voorman, assistent-vovrouw of ongekwalifiseerde klerklike werknemer in diens hê tensy hy onderskeidelik 'n voorman, voorvrou of gekwalifiseerde klerklike werknemer in diens het nie;
- (b) 'n ongekwalifiseerde lekkergoedmaker in diens hê tensy hy een gekwalifiseerde lekkergoedmaker in diens het nie;
- (c) minder as 60 persent algemene werkers teen 'n loon van minstens £2. 7s. 6d. per week in diens hê nie;
- (d) 'n manlike arbeider onder agtien jaar in diens hê, tensy hy vier manlike arbeiders van agtien jaar oud, of ouer in diens het nie; of twee manlike arbeiders onder agtien jaar in diens hê, tensy hy sewe manlike arbeiders van agtien jaar oud of ouer, in diens het nie;

en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker mag hy hoogstens onderskeidelik een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, in diens hê; met dien verstande dat—

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

11. STUKWERK.

(1) 'n Werknemer wat stukwerk verrig, moet die volle bedrag betaal word wat hy kragtens die stukwerkloone waarop hy en sy werkgever ooreenkom het, verdien het; met dien verstande dat, afgesien van die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van die tydperk minstens die besoldiging wat aan hom betaalbaar sou wees indien hy as tydwerker in diens was, plus 15 persent betaal moet word.

(2) 'n Werkgever moet 'n staat van die stukwerkloone wat in subklousule (1) voorgeskryf word, op 'n opvallende plek in sy inrigting vertoon hou en kan die loonskale nie wysig tensy hy sy werknemer minstens twee weke kennis van die voorgename wysiging gegee het nie.

12. LOGBOEK.

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

Daaglikse log.

Naam van werkgever
 Naam van bestuurder
 Tyd waarop werk begin is vm./nm.
 Tyd waarop werk gestaak is vm./nm.
 Getal gewone werkure gewerk
 Getal oortydure gewerk
 Etenstye van vm./nm. tot vm./nm.
 Onklaarrakings, ongevalle en/of ander vertragsings.....

Handtekening van bestuurder.

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

(3) Elke werkgever moet die ingevulde afskrif van die daaglikse log vir drie jaar na invulling bewaar.

13. OVERALLS.

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

(2) All overalls shall be laundered at the expense of the employers. Where the employers require their employees to launder their overalls they shall pay to each male employee 1s. per week and to each female employee 9d. per week for laundering such overalls.

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

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

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

15. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual labourer, furnish such employee with a certificate of service showing the full names of the employer and employee the date of termination of contract and the rate of remuneration at such date of termination, and shall forward a copy of the certificate to the Secretary of the Council, P.O. Box 2678, Cape Town.

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 the case of a weekly paid employee and not less than two weeks' notice in the case of a monthly paid employee, in writing, of his intention to terminate the contract of employment, or an employer shall pay in lieu thereof not less than—

- (a) in the case of a weekly paid employee, one week's wage and
- (b) in the case of a monthly paid employee, double the weekly wage which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

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

17. EXEMPTIONS.

(1) The Council may grant an exemption from any of the provisions of this Agreement to or in respect of any person; provided that no exemption shall be granted from clause 6 (8) of this Agreement, unless such work is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) The Council shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted, and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the 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 such 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, Cape Town.
- (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

13. OORPAKKE.

(1) 'n Werkgewer moet aan elkeen van sy werknemers kosteloos oorpakke verskaf of in plaas daarvan eenmaal in elke drie maande die bedrag van agt sjelings en ses pennies betaal vir die aankoop van oorpakke, en hulle bly die werkgewer se eiendom.

(2) Alle oorpakke moet op rekening van die werkgewer gewas en gestryk word. As werkgewers van hul werknemers vereis om hul oorpakke te was en stryk, moet hulle elke manlike werknemer 1s. per week en elke vroulike werknemer 9d. per week vir die was en stryk van die oorpakke betaal.

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

14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

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

15. DIENSSERTIFIKAAT.

Die werkgewer moet by beëindiging van die dienskontrak van enige van sy werknemers, behalwe 'n los arbeider, aan die werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van beëindiging vermeld, en 'n afskrif van die sertifikaat aan die Sekretaris van die Raad, Posbus 2678, Kaapstad, stuur.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of werknemer, behalwe 'n los arbeider, moet in die geval van 'n weekliks betaalde werknemer, minstens een week skriftelik opsegging vir beëindiging van die dienskontrak gee en in die geval van 'n maandeliks betaalde werknemer minstens twee weke skriftelike diensopsegging, van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer moet in plaas daarvan minstens—

- (a) in die geval van 'n weekliks betaalde werknemer, een week se loon; en
- (b) in die geval van 'n maandeliks betaalde werknemer, dubbel die weekloon betaal wat die werknemer onmiddellik voor beëindiging ontvang het;

met dien verstande dat dit nie op onderstaande inbreuk maak nie—

- (i) 'n werkgewer of werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig om 'n rede wat welk as voldoende beskou word;
- (ii) 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat vir 'n termyn van opsegging van gelyke duur vir altwee partye en vir langer as een week voorsiening maak.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoud by subklousule (1) van hierdie klousule gesluit is, is die betaling of verbeuring in plaas van opsegging in verhouding tot die termyn van opsegging soos ooreengekom.

(3) Die diensopsegging wat in subklousule (1) van hierdie klousule voorgeskryf word, gaan in op die datum waarop dit gedurende die werknemer se afwesigheid met jaarlikse verlof gegee word; met dien verstande dat die diensopsegging nie kragtens klousule 7, of met siekteverlof kragtens klousule 8, gegee kan word nie.

17. VRYSTELLING.

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling van klousule 6 (8) verleen mag word nie, tensy die werk nodig is as gevolg van 'n noodtoestand of om die verlies van grondstowwe wat prosesbehandeling ondergaan en wat onderhewig is aan snelle ontbinding, te voorkom.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die termyn waarvoor dit 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, of die termyn waarvoor dit verleen was, verloop het of nie.

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

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

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke sertifikaat 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Kaapstad, stuur;
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 2d. per week or 9d. per month from the earnings of the 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 2678, Cape Town, not later than the seventh (7th) day of each month, on forms as per Annexure B.

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EXHIBITION OF AGREEMENT.

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

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall give to any of his employees who are representatives of the Council every reasonable facility to attend to their duties in connection with the work of the Council.

23. STOP ORDER.

Subject to the provisions of clause 5 (6) (a) a stop order shall be introduced whereby the employers shall deduct trade union subscriptions weekly from the wages of their employees and forward these collections to the Secretary of the Sweet Workers' Union, P.O. Box, 2678, Cape Town, not later than the seventh (7th) day of each month on forms as per Annexure A; provided that the union shall submit to each firm a list of trade union members of that firm.

Signed at Cape Town, as authorised and on behalf of the parties, on this 17th day of February, 1953.

H. J. COOPER,
Chairman of the Council.

L. L. COERT,
Vice-Chairman of the Council.

T. PETERSEN,
Secretary of the Council.

ANNEXURE A.

From _____

Date _____

To The Secretary,
Sweet Workers' Union,
(Cape Town Branch),
P.O. Box 2678,
Cape Town.

Enclosed please find the sum of £ _____ representing Union subscriptions in terms of section 23 of the Agreement for the period ending _____

NUMBER OF UNION MEMBERS.

No.		Date.
_____	for week ending _____	_____
_____	for week ending _____	_____
_____	for week ending _____	_____
_____	for week ending _____	_____
_____	for week ending _____	_____
Total _____		
Total number of Union members at 6d. per week _____		
_____ for _____ weeks	£ _____	
Total number of Union members at 1s. per week _____		
_____ for _____ weeks	£ _____	
	£ _____	

To be forwarded with your cheque to the office of the Union not later than the 7th day of each month.

(Signature.)

18. UITGAWES VAN DIE RAAD.

Ter bestryding van die Raad se uitgawes moet elke werk-gewer 2d. per week of 9d. per maand van die verdienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek. By dié bedrag moet die werk-gewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende (7de) dag van elke maand aan die Sekretaris van die Raad, Posbus 2678, Kaapstad, stuur, met die vorms soos in Aanhangel A voorgeskryf.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is vir die toepassing van hierdie Ooreenkoms verantwoordelik en kan vir leiding van werk-gewers en werknemers meningsuitsprake uitvaardig wat nie met sy bepalings in stryd is nie.

20. AGENTE.

Die Raad moet een of twee bepaalde persone aanstel as agente om by die uitvoering van hierdie Ooreenkoms behulp-saam te wees. 'n Agent kan enige perseel betree, werk-gewers of werknemers ondervra en die aantekeninge van lone wat betaal en tyd wat gewerk is, nasien om vas te stel of hierdie Ooreenkoms nagekom word.

21. VERTONING VAN OOREENKOMS.

Elke werk-gewer moet in of op die plek waar sy werknemers werk, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale vertoon hou.

22. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

Elke werk-gewer moet aan elkeen van sy werknemers wat verteenwoordigers van die Raad is, alle redelike fasiliteite verskaf om sy pligte in verband met die werk van die Raad na te kom.

23. AFTREKORDER.

Behoudens soos bepaal in klousule 5 (6) (a), moet 'n aftrek-order ingevoer word waarby werk-gewers die vakverenigings-ledegeld weekliks van die lone van hul werknemers moet aftrek en die invorderings voor of op die 7de dag van elke maand aan die Sekretaris van die Sweetworkers' Union opstuur met die vorms soos in Aanhangel A voorgeskryf, met dien verstande dat die vakvereniging aan elke firma 'n lys van vakverenigings-lede by daardie firma in diens, moet verstrek.

Soos gemagtig vir en namens die partye op hede die 17de dag van Februarie 1953 in Kaapstad onderteken.

H. J. COOPER,
Voorsitter van die Raad.

L. L. COERT,
Ondervoorsitter van die Raad.

T. PETERSEN,
Sekretaris van die Raad.

AANHANGSEL A.

Van _____

Datum _____

Aan: Die Sekretaris,
„Sweet Workers' Union
(Cape Town Branch)“
Posbus 2678,
Kaapstad.

Hierby gaan £ _____ wat die vakverenigingsledegeld ooreen-komstig klousule 23 van die ooreenkoms verteenwoordig, vir die tydperk geëindig op die _____

GETAL VAKVERENIGINGSLEDE.

Getal.		Datum.
_____	vir week geëindig _____	_____
_____	vir week geëindig _____	_____
_____	vir week geëindig _____	_____
_____	vir week geëindig _____	_____
_____	vir week geëindig _____	_____
_____	vir week geëindig _____	_____
Totaal _____		
Totale getal vakverenigingslede teen 6d. per week _____		
_____ vir _____ weke.....	£ _____	
Totale getal vakverenigingslede teen 1s. per week _____		
_____ vir _____ weke.....	£ _____	
	£ _____	

Moet met u tjek voor of op die 7de dag van elke maand aan die kantoor van die vakvereniging gestuur word.

(Handtekening.)

ANNEXURE B.

From _____
Date _____

To The Secretary,
Industrial Council Sweetmaking
Industry (Cape),
P.O. Box 2678,
Cape Town.

Enclosed please find the sum of £ _____ being Council Fees from our employees and ourselves, in terms of section 18 of the Agreement, for the period ending _____

NUMBER OF EMPLOYEES.		Date.
No.		
	for week ending _____	
	for week ending _____	
	for week ending _____	
	for week ending _____	
	for week ending _____	
Total number	employees at 2d. per week for _____ weeks	£ _____
Add employer's contribution of 2d. per employee per week		£ _____

To be forwarded with your cheque to the office of the Council not later than the 7th day of each month.

(Signature.)

* No. 934.] [1 May 1953.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

SWEETMAKING INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, relating to the Sweetmaking Industry, Cape, published under Government Notice No. 874 of the 1st May, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour

AANHANGSEL B.

Van _____
Datum _____

Aan: Die Sekretaris,
Nywerheidsraad vir die Lekkergoednywerheid,
Posbus 2678,
Kaapstad.

Hierby gaan £ _____ wat ons eie en ons werknemers se Raadsfondsbydraes ooreenkomstig klousule 18 van die ooreenkoms verteenwoordig, vir die tydperk geëindig op die _____

GETAL WERKNEMERS.		Datum.
Getal.		
	vir week geëindig _____	
	vir week geëindig _____	
	vir week geëindig _____	
	vir week geëindig _____	
	vir week geëindig _____	
	vir week geëindig _____	
	vir week geëindig _____	
Totale getal	werknemers teen 2d. per week vir _____ weke	£ _____
Plus werkgeversbydrae van 2d. per werknemer per week		£ _____

Moet met u tjek voor of op die 7de dag van elke maand aan die kantoor van die Raad gestuur word.

(Handtekening.)

* No. 934.] [1 Mei 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

LEKKERGOEDVERVAARDIGINGSNYWERHEID,
KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoedvervaardigingsnywerheid, Kaap, bekendgemaak by Goewermments-kennisgewing No. 874 van 1 Mei 1953 vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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