



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 560)

Price 10c - Prys
Overseas 15c Oorsee
POST FREE - POSVRY

(REGULASIEKOERANT No. 560)

VOL. 18.]

PRETORIA, 8 OCTOBER 1965.
8 OKTOBER

[No. 1252.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1531.] [8 October 1965.

INDUSTRIAL CONCILIATION ACT, 1956.

DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA.

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 Dairy Industry shall be binding from the first day of January, 1966 and for the period ending three years from the said date, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;
- (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 (1), 2, 5 (5) (f), 16 and 20, shall be binding from the first day of January, 1966 and for the period ending three years from the said date, 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 Republic of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Republic of South Africa and from the first day of January, 1966 and for the period ending three years from the said date, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (f), 16, 19 and 20, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

A—7147770

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1531.] [8 Oktober 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

SUIWELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

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 Suiwelnywerheid betrekking het, vanaf die eerste dag van Januarie 1966 en vir die tydperk wat drie jaar vanaf genoemde datum eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings 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 (1), 2, 5 (5) (f), 16 en 20, vanaf die eerste dag van Januarie 1966 en vir die tydperk wat drie jaar vanaf genoemde datum 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 Republiek van Suid-Afrika; 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 (1), 2, 5 (5) (f), 16, 19 en 20, vanaf die eerste dag van Januarie 1966 en vir die tydperk wat drie jaar vanaf genoemde datum eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

1—1252

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY.

AGREEMENT

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

Dairy Factory Employers' Organisation

(hereinafter called "the employers' organisation") of the one part, and the

National Union of Dairy Industry Employees

and the

S.A. National Cheesemakers' Union

(hereinafter called "the employees" or trade unions"), of the other part,

being the parties to the National Industrial Council for the Dairy Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisation and are engaged in the Dairy Industry and by all members of the trade unions who are employed in that industry.

(2) Notwithstanding the provisions of sub-clause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4, provided that the said provisions shall not apply in respect of clerical employees on Head Office or Regional Office staffs only or mainly performing work falling outside the Dairy Industry; provided further that the provisions of this Agreement, other than clauses 7, 8 and 13, shall not apply to any employee in receipt of a wage of R160 per month or more.

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 sub-section (1) of section forty-eight of the Act, and shall remain in force until 31st December, 1968, or such other date as the Minister may determine.

3. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act and any reference to an Act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"agent" means a person appointed by the Council to carry out duties on behalf of the Council;

"assistant engineer" means an employee who holds a Grade A or Grade B Certificate of Competence from the Council and who performs all or some of the duties required of an engineer grade A or engineer grade B but who is not the person responsible for the proper working or maintenance of, or repairs to the plant and machinery in an establishment;

"boiler attendant" means an employee who, under the supervision of a foreman or assistant foreman is responsible for maintaining the water level and steam pressure of the boiler and who may stoke, draw, rake or slice the fire in such boiler;

"certificated buttermaker". Notwithstanding the provisions of the definition of a "qualified employee" a certificated buttermaker shall mean a qualified buttermaker who is in possession of a Certificate of Proficiency in Buttermaking issued by the Council;

"certificated cheesemaker". Notwithstanding the provisions of the definition of a "qualified employee" a certificated cheesemaker, shall mean a qualified cheesemaker who is in possession of a Certificate of Advanced Cheesemaking issued by the Council;

"clerical employee" means an employee who is mainly engaged in writing, typing, filing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator, but does not include any employee who performs any form of clerical work incidental to his main duty;

"clerical employee", male, "qualified," means a male clerical employee who, in the case of a matriculant, has had not less than one year's experience and a non-matriculant who has had not less than three years' experience;

"clerical employee," male, "unqualified," means a male clerical employee who, in the case of a matriculant, has had less than one year's experience and a non-matriculant who has had less than three years' experience;

"clerical employee", female, "qualified" means a female clerical employee who, in the case of a matriculant, has had not less than one year's experience and a non-matriculant who has had not less than three years' experience;

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE SUIWEL-NYWERHEID.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Dairy Factory Employers' Organisation

(hieronder die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Dairy Industry Employees

en die

S.A. National Cheesemakers' Union

hieronder die "werknemers" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Suiwelnywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur die werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Suiwelnywerheid en deur alle lede van die vakverenigings wat in daardie Nywerheid werksaam is.

(2) Ondanks die bepalings van subklousule (1) is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word; met dien verstande dat gemelde bepalings nie van toepassing is nie ten opsigte van klerke in die hoof- of streekkantoorpersoneel wat uitsluitlik of hoofsaaklik werk wat buite die bestek van die Suiwelnywerheid val, verrig; voorts met dien verstande dat die bepalings van hierdie Ooreenkoms, uitgesonderd klousule 7, 8 en 13, nie op 'n werknemer wat 'n loon van R160 per maand of meer ontvang van toepassing is nie.

2. GELDIGHEITSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet mag bepaal en bly van krag tot 31 Desember 1968, of dié ander datum wat die Minister mag vasstel.

3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956, soos gewysig;

"agent" 'n persoon wat deur die Raad aangestel is om pligte namens die Raad uit te voer;

"assistent-ingenieur" 'n werknemer wat in besit is van 'n Graad A- of Graad B-sertifikaat van Bekwaamheid van die Raad en wat al of party van die pligte wat van 'n Graad A- of 'n Graad B-ingenieur vereis word, uitvoer, maar wat nie die persoon is wat vir die behoorlike werking of instandhouding van of herstelwerk aan die uitrusting en masjinerie in 'n bedryfsinrigting verantwoordelik is nie;

"ketelbediener" 'n werknemer wat onder die toesig van 'n voorman of assistent-voorman verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in die ketel en wat die vuur in sodanige ketel mag stook, uithaal, hark of met 'n herdstok mag bewerk;

"gediplomeerde bottermaker", ondanks die bepalings van die woordoms krywing van 'n "gekwalfiseerde werknemer", 'n gekwalfiseerde bottermaker wat in besit is van 'n Sertifikaat van Bekwaamheid in Bottermakery wat deur die Raad uitgereik is;

"gediplomeerde kaasmaker", ondanks die bepalings van die woordoms krywing van 'n "gekwalfiseerde werknemer", 'n gekwalfiseerde kaasmaker wat in besit is van 'n Sertifikaat in Gevorderde Kaasmakery wat deur die Raad uitgereik is;

"klerk" 'n werknemer wat hoofsaaklik skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en ook 'n pakhuisman, versendingsklerk en telefonis, maar nie ook 'n werknemer wat enige vorm van klerklike werk verrig wat iets bykomstigs by sy vernaamste werk is nie;

"klerk, man, gekwalfiseer," 'n manlike klerk met, in die geval van 'n matrikulant, minstens een jaar ondervinding, en 'n nie-matrikulant, minstens drie jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met, in die geval van 'n matrikulant, minder as een jaar ondervinding en 'n nie-matrikulant, minder as drie jaar ondervinding;

"klerk, vrou, gekwalfiseer," 'n vroulike klerk met, in die geval van 'n matrikulant, minstens een jaar ondervinding, en 'n nie-matrikulant, minstens drie jaar ondervinding;

"clerical employee," female, "unqualified," means a female clerical employee who, in the case of a matriculant, has had less than one year's experience and a non-matriculant who has had less than three years' experience;

"Council," means the National Industrial Council for the Dairy Industry;

"Dairy Industry" means the industry in which employers and employees are associated for the purpose of manufacturing butter and/or cheese;

"day" means the period of twenty-four hours calculated from the time the employee commences work;

"engineer grade A" means an employee with specialised knowledge and experience of plant and machinery used in butter and cheese factories and who erects and installs such plant and machinery in an establishment and is responsible with or without assistants under his charge, for the proper working, maintenance and repair of the plant and machinery in such establishment and who holds a Grade A Certificate of Competence from the Council;

"engineer, grade B" means an employee who erects, installs and operates plant and machinery in an establishment and is responsible for the proper working and maintenance of, and minor repairs to, such plant and machinery, and who holds a Grade B Certificate of Competence from the Council;

"essential services" means those activities which are necessary to prevent the deterioration of perishable raw materials and butter and/or cheese;

"establishment" means any premises or portion of premises in or on which three or more persons are employed in any of the operations enumerated in the definition of "Dairy Industry";

"experience" means in relation to—

(a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the sphere in which such experience was gained—provided that a clerical employee who, on engagement, has commercial or technical qualifications, or who during the course of employment acquires such qualifications, shall be credited with one year's experience for each course successfully completed which normally takes two years to complete;

(b) other employees, the total period or periods of employment which any such employee has had in the Dairy Industry in the particular work in which he is engaged;

provided that in the case of a factory assistant grade I (learner buttermaker or learner cheesemaker), the completion of a prescribed course of dairying recognised by the Council, in the recommendation of the Departments of Agriculture, shall be deemed to be equivalent to one or two years' experience according to the duration of the particular course;

"factory assistant", in relation to a butter factory—

grade I (learner) means an employee—

(i) who is engaged in making butter and/or testing cream and/or grading cream under the supervision of a qualified Grade IV employee; or
(ii) who has been issued with any of the certificates prescribed for a qualified employee, but has had less than one year's experience;

grade II (tester) means an employee—

(i) who is responsible for the testing of cream;
(ii) who is in possession of a Cream Testing Certificate;
(iii) who has passed a recognised course in cream testing; and
(iv) who has had at least one year's experience in a butter factory;

grade III (grader) means an employee—

(i) who is responsible for the grading, neutralisation and pasteurisation of cream;
(ii) who is in possession of a Cream Grading Certificate;
(iii) who has passed a course recognised by the Council; and
(iv) who has had at least two years' practical experience in a butter factory;

grade IV (buttermaker) means an employee

(i) who is responsible for making butter in a factory;
(ii) who is in possession of a certificate(s) prescribed for a buttermaker under the definition of a "qualified employee"; and
(iii) who has passed a recognised course in buttermaking;

"factory assistant", in relation to a cheese factory—

grade I (learner) means an employee—

(i) who is engaged in making cheese and/or testing milk and/or grading milk under the supervision of a qualified Grade IV employee; or
(ii) who has been issued with any of the certificates prescribed for a qualified employee but has had less than one year's experience;

grade II (tester) means an employee—

(i) who is responsible for the testing of milk;
(ii) who is in possession of a Milk Testing Certificate;
(iii) who has passed a recognised course in milk testing; and
(iv) who has had at least one year's experience in a cheese factory;

"klerk, vrou, ongekwalfiseer," 'n vroulike klerk met, in die geval van 'n matrikulant, minder as een jaar ondervinding, en 'n nie-matrikulant, minder as drie jaar ondervinding;

"Suiwelnwyerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is ten einde botter en/of kaas te vervaardig;

"dag" die tydperk van vier-en-twintig uur bereken vanaf die tydstop waarop die werknemer begin werk;

"graad A-ingenieur" 'n werknemer met 'n gespesialiseerde kennis en ondervinding van die uitrusting en masjinerie wat in botter- en kaasfabrieke gebruik word en wat sodanige uitrusting en masjinerie in 'n bedryfsinrigting oprig en installeer en wat, met of sonder assistente onder sy toesig, verantwoordelik is vir die behoorlike werking en instandhouding van en herstelwerk aan die uitrusting en masjinerie in sodanige bedryfsinrigting en wat in besit is van 'n graad A-sertifikaat van Bekwaamheid van die Raad;

"graad B-ingenieur" 'n werknemer wat die uitrusting en masjinerie in 'n bedryfsinrigting oprig, installeer en bedien en wat verantwoordelik is vir die behoorlike werking en instandhouding van en kleinere herstelwerk aan sodanige uitrusting en masjinerie en wat in besit is van 'n graad B-sertifikaat van Bekwaamheid van die Raad;

"noodsaaklike dienste" daardie werksaamhede wat nodig is ten einde te voorkom dat bederfbare grondstowwe en botter en/of kaas bederf;

"bedryfsinrigting" 'n perseel of 'n gedeelte van 'n perseel waarin of waarop drie of meer persone enigeeen van die werksaamhede verrig wat in die omskrywing van "Suiwelnwyerheid" genoem word;

"ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk gehad het, afgesien van die werkkring waarin sodanige ondervinding opgedoen is; met dien verstande dat 'n klerk wat by sy indiensneming kommersiële of tegniese kwalifikasies besit of wat in die loop van sy diens sodanige kwalifikasies verwerf, met een jaar ondervinding gekrediteer moet word vir elke kursus wat hy suksesvol afgeleë het en wat gewoonlik twee jaar neem om te voltooi;

(b) ander werknemers, die totale tydperk of tydperke diens wat sodanige werknemer in die Suiwelnwyerheid gehad het in die besondere werk waarvoor hy in diens geneem is;

met dien verstande dat, in die geval van 'n graad I-fabrieks-assistent (leerlingbottermaker of leerlingkaasmaker) die voltooiing van 'n voorgeskrewe kursus in suiwelbereiding wat op aanbeveling van die Landboudepartement deur die Raad erken word, geag moet word die ekwivalent van een of twee jaar ondervinding te wees volgens die duur van die bepaalde kursus;

"fabrieksassistent," met betrekking tot 'n botterfabriek—

graad I (leerling) 'n werknemer—

(i) wat onder die toesig van 'n gekwalifiseerde werknemer, graad IV, botter maak en/of room toets en/of room gradeer; of
(ii) aan wie enigeeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar minder as een jaar ondervinding gehad het;

graad II (toetsers) 'n werknemer—

(i) wat daarvoor verantwoordelik is om room te toets;
(ii) wat in besit is van 'n Roomtoetsertifikaat;
(iii) wat in 'n erkende kursus in roomtoetsing geslaag het; en
(iv) met minstens een jaar ondervinding in 'n botterfabriek;

graad III (gradeerder) 'n werknemer—

(i) wat verantwoordelik is vir die gradering, neutralisering en pasteurisering van room;
(ii) wat in besit is van 'n Roomgraderingsertifikaat;
(iii) wat 'n kursus wat deur die Raad erken word, geslaag het; en
(iv) met minstens twee jaar praktiese ondervinding in 'n botterfabriek;

graad IV (bottermaker) 'n werknemer—

(i) wat daarvoor verantwoordelik is om botter in 'n fabriek te maak;
(ii) wat in besit is van 'n sertifikaat/sertifikate wat by die woordskrywing van 'n "gekwalfiseerde werknemer" vir 'n bottermaker voorgeskryf word; en
(iii) wat 'n erkende kursus in bottermakery geslaag het;

"fabrieksassistent"—met betrekking tot 'n kaasfabriek—

graad I (leerling) 'n werknemer—

(i) wat onder die toesig van 'n gekwalifiseerde werknemer, graad IV, kaas maak en/of melk toets en/of melk gradeer; of

(ii) aan wie enigeeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar wat minder as een jaar ondervinding gehad het;

graad II (toetsers) 'n werknemer—

(i) wat daarvoor verantwoordelik is om melk te toets;
(ii) wat in besit is van 'n Melktoetsertifikaat;
(iii) wat 'n erkende kursus in melktoetsery geslaag het; en
(iv) met minstens een jaar ondervinding in 'n kaasfabriek;

grade III (grader) means an employee—

- (i) who has passed a course prescribed by the Council;
- (ii) who has had at least two years' practical experience in a cheese factory;

grade IV (cheesemaker) means an employee—

- (i) who is responsible for making cheese in a factory;
- (ii) who is in possession of a Certificate of Proficiency in Cheesemaking; and
- (iii) who has passed a recognised course in cheese-making;

"factory transport driver" means an employee who drives a motor vehicle or tractor between factory and station for the purpose of collecting milk and/or cream and returning empty cans and transports other factory requisites;

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

- (a) *Scale Attendant*.—Assisting a weighing-in worker in the completion of milk and/or cream dockets and who may in the temporary absence of the responsible person complete such docket;
- (b) *Milk and Cream Sampler*.—The taking of milk or cream samples for testing purposes.
- (c) *Test Room Assistant*.—The adding of acid to prepared samples and who may be required to write down the result of such tests.
- (d) *Pasteuriser Attendant*.—The dismantling, cleaning and assembling of a pasteuriser unit and who may be required to control the vacuum and temperature at a predetermined level in such unit.
- (e) *Cheese Vat Attendant*.—The filling of cheese vats, adding rennet and/or starter and who may be required to control the temperature at a predetermined level of such a vat and who is responsible for the milling of the curd.
- (f) *Churn Attendant*.—The filling, starting and stopping of butter churns and who may add a predetermined amount of water and/or salt to such churn.
- (g) *Separator Attendant*.—The dismantling, cleaning and assembling of a separator and who operates such separator whether manually or mechanically driven.
- (h) *Starter Room Attendant*.—Assisting a cheesemaker in the preparation of a starter culture for the purpose of manufacturing cheese.
- (i) *Butterwrapping Machine Attendant*.—Operating an automatic butterwrapping machine and who may be required to check weights and adjust the machine to ensure that the correct weight is maintained.
- (j) *Can Sorter*.—The sorting of cans and placing of completed dockets in the appropriate cans for return to suppliers.
- (k) *Can Plater*.—Addressing plates and fixing same to cans or stamping address direct onto cans.
- (l) *Engine Room Attendant*.—The greasing and oiling of plant and machinery.
- (m) *Garage Attendant*.—The greasing and oiling of motor vehicles and tractors.
- (n) *Butterwrappers*.—The wrapping of butter by hand.
- (o) *Cheese Packing Machine Operator*.—The operating of a mechanical sealing press used for the wrapping of cheese.

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

- (1) Cleaning and/or washing premises, vehicles, tools, cream or milk cans, furniture, utensils, implements, machinery, filter presses or other articles;
- (2) oiling and greasing vehicles other than motor vehicles;
- (3) cooking rations, making and serving tea or similar beverages;
- (4) washing bottles, tins, dishes or other containers by hand and charging and/or discharging can-washing machines;
- (5) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;
- (6) loading or unloading, lifting, carrying, moving or stacking goods, or other movables;
- (7) assisting on delivery vehicles and/or driving animal-drawn vehicles;
- (8) pushing or pulling any manually-propelled vehicle or truck;
- (9) opening milk or cream cans, stirring and emptying their contents;
- (10) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (11) loosening shooks, assembling and nailing by hand and/or machine, trays, crates, or boxes from shooks or ready prepared materials;
- (12) repairing trays, crates or boxes by hand;
- (13) binding, wiring or strapping boxes or other containers;
- (14) stencilling or marking (but not addressing by hand), cans, boxes, bags, cartons or other containers or

graad III (gradeerder) 'n werknemer—

- (i) wat 'n kursus wat deur die Raad voorgeskryf word, geslaag het;
- (ii) met minstens twee jaar praktiese ondervinding in 'n kaasfabriek;

graad IV (kaasmaker) 'n werknemer—

- (i) wat daarvoor verantwoordelik is om kaas in 'n fabriek te maak;
- (ii) wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmakery; en
- (iii) wat 'n erkende kursus in kaasmakery geslaag het;

"fabrieksvervoerdrywer" 'n werknemer wat 'n voertuig of trekker tussen die fabriek en stasie dryf ten einde melk en/of room af te haal en leë kanne terug te neem, en ander fabrieksbenodigdhede vervoer;

"algemene werker" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die werksaamhede verrig:—

- (a) *Skakelbediende*.—Iemand wat 'n inweegwerker help met die invul van melk- en/of roomkaartjies en wat in die tydelike afwesigheid van die verantwoordelike persoon sodanige kaartjies mag invul.
- (b) *Melk- en roommonsternemer*.—Iemand wat melk- of roommonsters vir toetsdoeleindes neem.
- (c) *Toetskamerassistent*.—Iemand wat suur by bereide monsters voeg en van wie vereis mag word om die resultaat van sodanige toetse neer te skryf.
- (d) *Pasteuriseerbediende*.—Iemand wat 'n pasteuriseereenheid uitmekaarhaal, skoonmaak en inmeekaarsit en van wie vereis mag word om die vakuum en temperatuur op 'n vasgestelde peil in sodanige eenheid te hou.
- (e) *Kaasvatbediende*.—Iemand wat kaasvate vul, stremsel en/of suursel byvoeg en van wie vereis mag word om die temperatuur van so 'n vat op 'n vasgestelde peil te hou.
- (f) *Karringbediende*.—Iemand wat botterkarrings vul, aan die gang hou en stopsit en wat 'n voorafbepaalde hoeveelheid water en/of sout in sodanige karring mag byvoeg.
- (g) *Afskeierbediende*.—Iemand wat 'n afskeier uitmekaarhaal, skoonmaak en inmeekaarsit en wat sodanige afskeier bedien, hetsy dit met die hand of meganies aangedryf word.
- (h) *Suurselkamerbediende*.—Iemand wat 'n kaasmaker help met die bereiding van 'n reinkultuur met die doel om kaas te vervaardig.
- (i) *Bediener van 'n bottertoedraaimasjien*.—Iemand wat 'n outomatiese bottertoedraaimasjien bedien en van wie vereis mag word om gewigte te kontroleer en die masjien te stel ten einde te verseker dat die korrekte gewig gehandhaaf word.
- (j) *Kansorteerder*.—Iemand wat kanne sorteer en ingevulde kaartjies in die regte kanne plaas vir terugsending aan die leweraars.
- (k) *Kanplaatman*.—Iemand wat plate adresseer en dit aan kanne heg of die adres regstreeks op kanne stempel.
- (l) *Enjinkamerbediende*.—Iemand wat uitrusting en masjinerie smeer en olie.
- (m) *Garagebediende*.—Iemand wat motorvoertuie en trekkers smeer en olie.
- (n) *Bottertoedraaiers*.—Iemand wat botter met die hand toedraai.
- (o) *Bediener van 'n kaasverpakkingsmasjien*.—Iemand wat 'n meganiese seëlpers bedien wat vir die toedraai van kaas gebruik word;

"arbeider" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:—

- (1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, gerei, implemente, masjinerie, filtreerperse en ander artikels skoonmaak en/of was;
- (2) ander voertuie as motorvoertuie olie en smeer;
- (3) rantsoene gaarmaak, tee of dergelike drankte maak en opdiss;
- (4) bottels, blikke, skottels of ander houers met die hand was en kanwasmasjiene leeg- of volmaak;
- (5) briewe, boodskappe of artikels te voet of deur middel van 'n fiets, driewieler of handaangedrewe voertuig aflewer;
- (6) goedere en ander beweegbare artikels op- of aflaai, oplig, dra, verskuif of opstapel;
- (7) op afleweringsvoertuie help en/of voertuie dryf wat deur diere getrek word;
- (8) 'n voertuig of trok wat met die hand aangedryf word, stoot of trek;
- (9) melk- of roomkanne oopmaak, die inhoud daarvan omroer en dit leegmaak;
- (10) deure, vensters, boligte, dose, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;
- (11) kasplankies losmaak, kasplankies of ander klaarge-maakte materiaal, aanmeekaarsit en met die hand en/of 'n masjien vasspyker in die vorm van platkissies, kratte of dose;
- (12) platkissies, kratte of dose met die hand herstel;
- (13) dose of ander houers vasbind, met draad of met hoepels vasdraai;
- (14) kanne, dose, sakke, kartondose of ander houers sjabloneer of merk (maar nie met die hand adresseer nie) of reeds geadresseerde etikette of plate op kanne,

affixing ready addressed labels or plates to cans, boxes, bags, cartons, drums or other packages;

- (15) gardening work (planting, digging, raking, moving, spreading, mixing, watering); sweeping roads or paths;
- (16) herding, driving, feeding or tending animals;
- (17) unpacking or opening up corrugated fibre board or similar containers by hand;
- (18) folding containers or paper;
- (19) inserting liners, discs or rings into lids and/or tins or other containers by hand;
- (20) packing articles of a uniform size and number into containers specially made to contain such articles;
- (21) straightening bent flanges of cans;
- (22) fixing labels by hand to tins or containers;
- (23) filling or emptying tins, casks, bags, bottles or other containers by hand;
- (24) opening or closing cocks or valves (under supervision of an employee of a higher grade);
- (25) weighing to a set scale;
- (26) rubber stamping;
- (27) operating a hand hoist;
- (28) lading;
- (29) steam heating drums and/or pipes;
- (30) stirring a cheese vat by hand;
- (31) feeding and/or emptying a butter packaging machine;
- (32) dressing of cheese;
- (33) waxing of cheese;
- (34) cheddaring of cur;

"machine handyman" means an employee who is not qualified to obtain a Grade A or Grade B Engineer's Certificate of Competence from the Council, but who has some practical knowledge of plant and machinery in butter and cheese factories and is employed to assist in the erection, installation, operation, maintenance and repair of such plant and machinery in an establishment;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, other than a motor car, who collects milk and/or cream from producers and who may be required to be responsible for the loading and unloading of the vehicle; for the keeping of such records as may be required; for the making of running repairs to the vehicle in his charge; and all such other services incidental to the normal running of the vehicle;

"output range" means the average annual production of butter and/or cheese (green weight) manufactured in an establishment during the preceding three calendar years; for the purpose of this definition, every pound of cream or every gallon of milk received at an establishment but not used thereat for the manufacture of butter or cheese, shall be deemed to be the equivalent of one pound of butter or one pound of cheese, as the case may be; a certificate issued by the Council as to average annual production of any employer; shall be deemed to be conclusive in relation to such employer;

"overtime" means any period during which an employee works for his employer which is in excess of the ordinary hours laid down in clause 6 of this Agreement;

"prescribed or recognised course" means such course(s) as may be determined by the Council;

"qualified employee" means, in relation to employees of the classes mentioned in the following table, an employee who holds the certificate(s) specified opposite such class, issued in terms of the Dairy Industry Act, No. 30 of 1961, the Dairy Industry Amendment Act No. 34 of 1965 and/or by the National Industrial Council for the Dairy Industry as the case may be—

Class of Employee.	Certificate(s).	Issued by.
1. Factory Assistant Grade II (Testers)	Certificate to test milk and/or cream	Department of Agricultural Economics and Marketing.
2. Factory Assistant Grade III (Graders)	Certificate to grade milk and/or cream	Department of Agricultural Economics and Marketing.
3. Factory Assistant Grade IV (Buttermakers and/or Cheesemakers)	Certificate of Proficiency in Buttermaking and/or Cheesemaking	Department of Agricultural Economics and Marketing.
4. Certificated Buttermaker	Certificate of Proficiency in Buttermaking	Department of Agricultural Economics and Marketing.
	Certificate of Proficiency in Buttermaking	The Council.
5. Certificated Cheesemaker	Certificate of Proficiency in Cheesemaking	Department of Agricultural Economics and Marketing.
	Certificate in Advanced Cheesemaking	The Council.

dose, sakke, kartondose, dromme of ander pakke aanbring;

- (15) tuinwerk verrig (plant, spit, hark, gras sny, materiaal spreid en meng, natlei of natgooi); paai of paadjies vee;
- (16) diere oppas, aanja, voer of versorg;
- (17) geriffelde veselbord of soortgelyke houermateriaal uitpak en oopmaak met die hand;
- (18) papier of houers vou;
- (19) voerings, skywe of ringe in deksels en/of blikke of ander houers met die hand invoeg;
- (20) artikels van 'n eenvormige grootte en disseldde getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (21) die gebuigde flense van kanne reguit maak;
- (22) etikette met die hand op blikke of houers aanbring;
- (23) blikke, vate, sakke, bottels of ander houers met die hand vul of leegmaak;
- (24) krane of kleppe oop- of toemaak onder die toesig van 'n werknemer van 'n hoër graad;
- (25) weegwerk doen op 'n skaal wat vooraf gestel is;
- (26) afdrukke met 'n rubberstempel aanbring;
- (27) 'n handhystoestel bedien;
- (28) uitskep;
- (29) dromme en/of pype met stoom verhit;
- (30) materiaal met die hand roer of 'n mengmasjien bedien;
- (31) 'n bottervorm-en-verpakkingsmasjien voer en leegmaak;
- (32) kaas met doek toedraai;
- (33) kaas met was bedek;
- (34) cheddarwringel maak;

"masjienfaktotum" 'n werknemer wat nie vir die verwerwing van 'n Ingenieursertifikaat van Bekwaamheid, Graad A of Graad B, van die Raad gekwalifiseer is nie maar wat 'n mate van praktiese kennis het van die uitrusting en masjinerie in botter- en kaasfabrieke en wat help met die oprigting, instal-lasie, bediening, instandhouding en herstelling van sodanige uitrusting en masjinerie in 'n bedryfsinrigting;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig, uitgesonderd 'n motor, bestuur, wat melk en/of room by produsente gaan haal en van wie vereis mag word om verantwoordelikheid te aanvaar vir die laai en aflaai van die voertuig, vir die byhou van die registers wat nodig mag wees, vir die verrigting van lopende herstelwerk aan die voertuig wat aan sy sorg toevertrou is, en vir al die ander dienste wat in verband staan met die gewone gebruik en bestuur van die voertuig;

"produksieomvang" die gemiddelde jaarlikse produksie van botter en/of kaas (groengewig) wat gedurende die vorige drie kalenderjare in 'n bedryfsinrigting vervaardig is; vir die toepassing van hierdie omskrywing word elke pond room of elke gelling melk wat in 'n bedryfsinrigting ontvang is maar nie in sodanige bedryfsinrigting vir die vervaardiging van botter of kaas gebruik is nie, geag die ekwivalent te wees van een pond botter of een pond kaas na gelang van die geval; 'n sertifikaat uitgereik deur die Raad in verband met die gemiddelde jaarlikse produksie van 'n werkgewer, word geag afdoende te wees vir sover dit sodanige werkgewer aangaan;

"oortydwerk" enige tydperk waarin 'n werknemer langer as die gewone ure soos voorgeskryf in klousule 6 van hierdie Ooreenkoms, vir sy werkgewer werk;

"voorgeskrewe of erkende kursus" dié kursus(se) wat die Raad mag vasstel;

"gekwaliseerde werknemer" met betrekking tot die klasse werknemers wat in die volgende tabel genoem word, 'n werknemer wat in besit is van die sertifikaat/sertifikate wat teenoor sodanige klas gemeld word en wat uitgereik is kragtens die Wet op Suiwelnwyerheid, No. 30 van 1961, die Wysigingswet op Suiwelnwyerheid, Wet No. 34 van 1965 en/of deur die Nasionale Raad vir die Suiwelnwyerheid, na gelang van die geval—

Klas werknemer.	Sertifikaat/Sertifi-kate.	Uitgereik deur.
1. Graad II-fabriekas-sistent (Toetsers)	Sertifikaat om melk en/of room te toets	Departement van Landbou-ekonomie en -bemaking.
2. Graad III-fabriekas-sistent (Gradeerders)	Sertifikaat om melk en/of room te gradeer	Departement van Landbou-eko-nomie en -be-marking.
3. Graad IV-fabriekas-sistent (Bottermakers en/of Kaasmakers)	Sertifikaat van Be-sis-kwaamheid in Botter- en/of Kaasmakery	Departement van Landbou-eko-nomie en -be-marking.
4. Gediplomeerde Bot-termaker	Sertifikaat van Be-kwaamheid in Bottermakery	Departement van Landbou-eko-nomie en -be-marking.
	Sertifikaat van Be-kwaamheid in Bottermakery	Die Raad.
5. Gediplomeerde Kaas-maker	Sertifikaat van Be-kwaamheid in Kaasmakery	Departement van Landbou-eko-nomie en -be-marking.
	Sertifikaat van Be-kwaamheid in Gevorderde Kaasmakery	Die Raad.

provided that up to and including the 30th June, 1966, employees who are responsible buttermakers and in possession of a Cream Testing and Cream Grading Certificate, and, in the case of a Certificated Buttermaker, in possession of a Certificate of Proficiency issued by the Council, shall be deemed to be qualified Factory Assistants Grade IV or Certificated Buttermakers, as the case may be. Thereafter they must in addition be in possession of a Certificate of Proficiency in Buttermaking, issued by the Department of Agricultural Economics and Marketing in terms of the Dairy Industry Amendment Act No. 34 of 1965.

"remuneration" means any payments in money or in kind or both in money and in kind made or owing to any person, which arises in any manner whatsoever out of employment; and "remunerate" has a corresponding meaning;

"short-time" means a temporary reduction in the number of hours of work due to slackness of trade, shortage of raw material or transport, vagaries of the weather or a general breakdown of plant and machinery caused by accident or other unforeseen emergency;

"spreadover" in relation to any employee means the period in any one day reckoning from the time when such employee begins work to the time when he ceases work for that day;

"wage" means the remuneration laid down in clause 4 (1) of this Agreement payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) hereof;

"watchman" means an employee who is engaged in guarding premises or property during the day or night;

"weighing-in worker" means an employee, other than a clerical employee, who is responsible for the weighing of cream and/or milk and the recording of such weight on milk and cream dockets;

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

(3) *Areas.*—For the purpose of this Agreement, the areas shall mean—

Area A.

- (i) In the Cape Province. The Magisterial Districts of the Cape, Simonstown, Wynberg, Bellville, Port Elizabeth, East London and the Municipal area of Kimberley.
- (ii) In the Transvaal. The Magisterial Districts of Johannesburg, Pretoria and Klerksdorp.
- (iii) In the Orange Free State. The Magisterial District of Bloemfontein.

Area B.

- (i) In the Cape Province. The Municipal areas of Grahamstown and Queenstown and the Magisterial District of Oudtshoorn.
- (ii) In the Transvaal. The Municipal area of Pietersburg.
- (iii) In the Orange Free State. The Municipal area of Bethlehem.
- (iv) In the Province of Natal. The Municipal area of Ladysmith.

Area C.

- (i) In the Cape Province. The Municipal areas of Aliwal North, Barkly East, Cradock, Dordrecht, Indwe, King William's Town, Komgha, Kuruman, Ladismith, Mafeking, Postmasburg and Vryburg.
- (ii) In the Transvaal. The Municipal areas of Ermelo, Lichtenburg and Standerton.
- (iii) In the Orange Free State. The Municipal areas of Clocolan, Excelsior, Frankfort, Heilbron, Hobhouse, Koffiefontein, Ladybrand, Rosendal, Senekal, Springfontein, Winburg and Zastron.
- (iv) In the Province of Natal. The Municipal areas of Dundee, Greytown, Mooi River, Newcastle and Vryheid.

Area D.

All other areas in the Republic not mentioned in Areas A, B or C as defined above.

4. REMUNERATION.

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

Class of Emp'oyee.	Wage per Month.	
	Not Matriculated.	Matriculated.
	R	R
(i) Factory Assistant Grade I (Learner).....	80.00	85.00
(ii) Factory Assistant Grade II (Tester).....	100.00	105.00
(iii) Factory Assistant Grade III (Grader).....	125.00	130.00
(iv) Factory Assistant Grade IV (Butter- and/or Cheesemaker)...	140.00	145.00

met dien verstande dat tot en met 30 Junie 1966, werknemers wat verantwoordelike bottermakers is en in besit is van 'n Roomtoets en -graderingsertifikaat, en, in die geval van 'n Gediplomeerde Bottermaker, wat in besit is van 'n Sertifikaat van Bekwaamheid wat deur die Raad uitgereik is, geag word gekwalifiseerde graad IV, fabriekassistent, of Gediplomeerde Bottermakers te wees, na gelang van die geval. Daarna moet hulle daarbenewens ook in besit wees van 'n Sertifikaat van Bekwaamheid in Bottermakery wat kragtens die Wysigingswet op Suiwelnwyerheid, Wet No. 34 van 1965, deur die Departement van Landbou-ekonomie en -bemaking uitgereik is;

"besoldiging" alle betalings, in geld of in natura of in sowel geld as in natura, wat gedoen of verskuldig is aan enigeen as gevolg van sy indiensneming, en "besoldiging" het 'n ooreenstemmende betekenis;

"korttyd" 'n tydelike vermindering in die getal werkure as gevolg van 'n bedryfslapte, 'n tekort aan grondstowwe of vervoer, ongunstige weersomstandighede of 'n algemene onklaarraking van uitrusting en masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"werkdagbestek" met betrekking tot enige werknemer, die tydperk op 'n bepaalde dag, gereken vanaf die tyd waarop sodanige werknemer begin werk tot op die tyd waarop hy op daardie dag ophou om te werk;

"loon" die besoldiging wat in klousule 4 (1) van hierdie Ooreenkoms vasgestel word en in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 6 (1) hiervan vasgestel;

"wag" 'n werknemer wat perselc of eiendom gedurende die dag of nag bewaak;

"inweegwerker" 'n werknemer, uitgesonderd 'n klerk, wat daarvoor verantwoordelik is om room en/of melk te weeg en sodanige gewig aan te teken op melk- en roomkaartjies.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) *Gebiede.*—Vir die toepassing van hierdie Ooreenkoms het gebied die volgende betekenis:—

Gebied A.

- (i) In die Kaapprovinsie. Die landdrostdistrikte die Kaap, Simonstad, Wynberg, Bellville, Port Elizabeth, Oos-Londen en die munisipale gebied van Kimberley.
- (ii) In Transvaal. Die landdrostdistrikte Johannesburg, Pretoria en Klerksdorp.
- (iii) In die Oranje-Vrystaat. Die landdrostdistrik Bloemfontein.

Gebied B.

- (i) In die Kaapprovinsie. Die munisipale gebiede Grahamstad en Queenstown en die landdrostdistrik Oudtshoorn;
- (ii) In Transvaal. Die munisipale gebied Pietersburg;
- (iii) In die Oranje-Vrystaat. Die munisipale gebied Bethlehem;
- (iv) in die Provinsie Natal. Die munisipale gebied Ladysmith.

Gebied C.

- (i) In die Kaapprovinsie. Die Munisipale gebiede Aliwal-Noord, Barkly-Oos, Cradock, Dordrecht, Indwe, King William's Town, Komgha, Kuruman, Ladismith, Mafeking, Postmasburg en Vryburg;
- (ii) In Transvaal. Die munisipale gebiede Ermelo, Lichtenburg en Standerton.
- (iii) In die Oranje-Vrystaat. Die munisipale gebiede Clocolan, Excelsior, Frankfort, Heilbron, Hobhouse, Koffiefontein, Ladybrand, Rosendal, Senekal, Springfontein, Winburg en Zastron;
- (iv) In die Provinsie Natal. Die munisipale gebiede Dundee, Greytown, Mooirivier, Newcastle en Vryheid.

Gebied D.

Alle ander gebiede in die Republiek wat nie in gebiede A, B of C soos hierbo omskryf, gemeld word nie.

4. BESOLDIGING.

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

Klas werknemer.	Loon per maand.	
	Nie ge-matrikuleer.	Ge-matrikuleer.
	R	R
(i) Graad I-fabriekassistent (Leerling).....	80.00	85.00
(ii) Graad II-fabriekassistent (Toets-er).....	100.00	105.00
(iii) Graad III-fabriekassistent (Gra-deerder).....	125.00	130.00
(iv) Graad IV-fabriekassistent (Bot-ter- en/of Kaasmaker).....	140.00	145.00

<i>Class of Employee.</i>	<i>Wage per Month. R</i>
(v) Certificated Buttermaker.....	165.00
(vi) Certificated Cheesemaker.....	165.00
(vii) Engineer Grade A.....	150.00
(viii) Engineer Grade B.....	125.00
(ix) Assistant Engineer Grade A.....	125.00
(x) Assistant Engineer Grade B.....	110.00
(xi) Machine Handyman.....	100.00
(xii) Clerical Employee—	
Male, qualified.....	85.00
Male, unqualified.....	70.00
Female, qualified.....	70.00
Female, unqualified.....	55.00
(xiii) Weighing-in Worker.....	50.00
(xiv) Motor Vehicle Driver engaged in—	
(i) Area A.....	80.00
(ii) Area B.....	75.00
(iii) Area C.....	69.00
(iv) Area D.....	63.00
(xv) Factory Transport Driver engaged in—	
(i) Area A—	
During first 18 months of this Agree- ment.....	36.18
Thereafter.....	37.98
(ii) Area B—	
During first 18 months of this Agree- ment.....	24.88
Thereafter.....	26.12
(iii) Area C—	
During first 18 months of this Agree- ment.....	21.14
Thereafter.....	22.20
(iv) Area D—	
During first 18 months of this Agree- ment.....	21.14
Thereafter.....	22.20
(xvi) General Worker, engaged in—	
(i) Area A—	
During first 18 months of this Agree- ment.....	32.89
Thereafter.....	34.53
(ii) Area B—	
During first 18 months of this Agree- ment.....	22.62
Thereafter.....	23.75
(iii) Area C—	
During first 18 months of this Agree- ment.....	19.22
Thereafter.....	20.18
(iv) Area D—	
During first 18 months of this Agree- ment.....	19.22
Thereafter.....	20.18
(xvii) Labourer, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bell- ville—	
During first 18 months of this Agreement.....	31.29
Thereafter.....	32.85
(b) The Magisterial District of Johannes- burg—	
During first 18 months of this Agreement.....	28.79
Thereafter.....	30.23
(c) Elsewhere in Area A—	
During first 18 months of this Agreement.....	27.88
Thereafter.....	29.27
(ii) Area B—	
During first 18 months of this Agree- ment.....	21.28
Thereafter.....	22.34
(iii) Area C—	
During first 18 months of this Agree- ment.....	15.00
Thereafter.....	15.75
(iv) Area D.....	8.00

<i>Klas werknemer.</i>	<i>Loon per maand. R</i>
(v) Gediplomeerde bottermaker.....	165.00
(vi) Gediplomeerde kaasmaker.....	165.00
(vii) Graad A-ingenieur.....	150.00
(viii) Graad B-ingenieur.....	125.00
(ix) Assistent-ingenieur, Graad A.....	125.00
(x) Assistent-ingenieur, Graad B.....	110.00
(xi) Masjienfaktotum.....	100.00
(xii) Klerk—	
Man, gekwalifiseerd.....	85.00
Man, ongekwalifiseerd.....	70.00
Vrou, gekwalifiseerd.....	70.00
Vrou, ongekwalifiseerd.....	55.00
(xiii) Inweegwerker.....	50.00
(xiv) Motorvoertuigbestuurder werksaam in—	
(i) Gebied A.....	80.00
(ii) Gebied B.....	75.00
(iii) Gebied C.....	69.00
(iv) Gebied D.....	63.00
(xv) Fabrieksvervoerdrywer werksaam in—	
(i) Gebied A—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	36.18
Daarna.....	37.98
(ii) Gebied B—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	24.88
Daarna.....	26.12
(iii) Gebied C—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	21.14
Daarna.....	22.20
(iv) Gebied D—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	21.14
Daarna.....	22.20
(xvi) Algemene werker werksaam in—	
(i) Gebied A—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	32.89
Daarna.....	34.53
(ii) Gebied B—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	22.62
Daarna.....	23.75
(iii) Gebied C—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	19.22
Daarna.....	20.18
(iv) Gebied D—	
Gedurende eerste 18 maande van hier- die Ooreenkoms.....	19.22
Daarna.....	20.18
(xvii) Arbeider werksaam in—	
(i) (a) Die landdrosdistrikte die Kaap, Simonstad, Wynberg en Bellville—	
Gedurende die eerste 18 maande van hierdie Ooreenkoms.....	31.29
Daarna.....	32.85
(b) Die landdrosdistrik Johannesburg—	
Gedurende die eerste 18 maande van hierdie Ooreenkoms.....	28.79
Daarna.....	30.23
(c) Elders in Gebied A—	
Gedurende die eerste 18 maande van hierdie Ooreenkoms.....	27.88
Daarna.....	29.27
(ii) Gebied B—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	21.28
Daarna.....	22.34
(iii) Gebied C—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	15.00
Daarna.....	15.75
(iv) Gebied D.....	8.00

<i>Class of Employee.</i>	<i>Wage per Month. R</i>
(xviii) Boiler Attendant, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bellville—	
During first 18 months of this Agreement.....	35.61
Thereafter.....	37.39
(b) Elsewhere in Area A—	
During first 18 months of this Agreement.....	31.74
Thereafter.....	33.33
(ii) Area B—	
During first 18 months of this Agreement.....	24.31
Thereafter.....	25.53
(iii) Area C—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23
(iv) Area D—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23
(xix) Watchman, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bellville—	
During first 18 months of this Agreement.....	35.61
Thereafter.....	37.39
(b) Elsewhere in Area A—	
During first 18 months of this Agreement.....	31.74
Thereafter.....	33.33
(ii) Area B—	
During first 18 months of this Agreement.....	24.31
Thereafter.....	25.53
(iii) Area C—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23
(iv) Area D—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23
(xx) Employees not elsewhere specified herein who are engaged in—	
(i) Area A—	
During first 18 months of this Agreement.....	32.89
Thereafter.....	34.53
(ii) Area B—	
During first 18 months of this Agreement.....	19.38
Thereafter.....	20.35
(iii) Area C—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23
(iv) Area D—	
During first 18 months of this Agreement.....	16.41
Thereafter.....	17.23

(xxi) Casual employee, for each day of part of a day of employment, one-thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Weekly, Daily or Hourly Wage.*—For the purpose of this Agreement—

- the weekly wage of an employee, other than a casual employee, shall be calculated by dividing his monthly wage by four and one-third; and
- the daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by six;
- the hourly wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage determined as per (a) above, by forty-six.

<i>Klas werknemer.</i>	<i>Loon per maand. R</i>
(xviii) Ketelbediener werkzaam in—	
(i) (a) Die landdrosdistrik die Kaap, Simonstad, Wynberg en Bellville—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	35.61
Daarna.....	37.39
(b) Elders in Gebied A—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	31.74
Daarna.....	33.33
(ii) Gebied B—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	24.31
Daarna.....	25.53
(iii) Gebied C—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23
(iv) Gebied D—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23
(xix) Wag werkzaam in—	
(i) (a) Die landdrosdistrikte die Kaap, Simonstad, Wynberg en Bellville—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	35.61
Daarna.....	37.39
(b) Elders in Gebied A—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	31.74
Daarna.....	33.33
(ii) Gebied B—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	24.31
Daarna.....	25.53
(iii) Gebied C—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23
(iv) Gebied D—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23
(xx) Werknemers wat nie elders hierin gemeld word nie, werkzaam in—	
(i) Gebied A—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	32.89
Daarna.....	34.53
(ii) Gebied B—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	19.38
Daarna.....	20.35
(iii) Gebied C—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23
(iv) Gebied D—	
Gedurende eerste 18 maande van hierdie Ooreenkoms.....	16.41
Daarna.....	17.23

(xxi) Los werknemer, vir elke dag of gedeelte van 'n dag gewerk een-dertigste van die maandloon wat voorgeskryf word vir 'n werknemer wat dieselfde klas werk verrig as die wat van die los werknemer vereis word.

(2) *Week-, dag- of uurloon.*—Vir die toepassing van hierdie Ooreenkoms—

- word die weekloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy maandloon deur vier en een derde te deel; en
- die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon deur ses te deel;
- word die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon soos vasgestel ingevolge paragraaf (a), hierbo, deur ses-en-veertig te deel.

(3) *Responsibility Allowances.*—An employee in any of the undermentioned classes, if required to undertake any function of a managerial nature in addition to the duties ordinarily associated with the particular occupation in which he is normally or mainly engaged shall, in addition to the wages herein prescribed, be paid by his employer a special allowance at the rate as set out below—

	Per Month. R
(a) Factory Assistants Grade IV and/or Grade III (Buttermakers and/or cream graders).....	20.00
(b) Factory Assistant Grade IV (Cheesemakers) engaged in establishments with output range—	
(i) Over 150,000 lb. up to 200,000 lb.....	5.00
(ii) Over 200,000 lb. up to 500,000 lb.....	10.00
(iii) Over 500,000 lb. up to 1,000,000 lb....	15.00
(iv) Over 1,000,000 lb.....	20.00

An employer shall at the request of the Council submit the output range of his establishment to the Council for certification and the certificate of the Council, after due enquiry by it, shall for the purpose hereof be deemed to be final; and failing such return being submitted within one calendar month of the request by the Council to do so or within such longer period as the Council may in its discretion determine, the output range shall be deemed to be over 1,000,000 lb.

(4) *Existing Wages not to be Reduced.*—Nothing in this Agreement shall operate to reduce the wage which was being paid to or to which an employee was entitled at any time prior to or at the date of commencement of this Agreement.

(5) *Differential Wage.*—Where an employee of one class is required to perform work of another class for which a higher rate is payable during any day for more than two hours in the aggregate during such day, he shall be paid at the higher rate for that day.

(6) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowance payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) *Remuneration Payable Monthly or Weekly.*—The remuneration of employees shall become due and be paid monthly or weekly, as the employer may elect, or as may be mutually agreed upon between him and his employee; provided that a casual employee or an employee whose services have been terminated before the usual pay-day, shall be paid his remuneration on termination of his services. Employees shall be paid in arrear within three days of each completed period for which remuneration accrued.

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

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

(4) *Board and Lodging.*—Save as otherwise provided in this Agreement or as provided in any law, an employer shall not require any employee to board and/or lodge with him or with any person or at any place nominated by him.

(5) *Fines and Deductions.*—No deductions of any description other than the following shall be made or allowed from the amount due to an employee:—

- Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions of his employer or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- with the written consent of the employee, deductions for holiday, sick, medical benefit, insurance, provident or pension funds;
- contributions to the funds of the Council, in terms of clause 15 of this Agreement;
- any amount which an employer, legally or by order of any competent court is required or permitted to pay for and on behalf of an employee; with the specific understanding that the common law principle of set-off will apply;
- any amount permitted or agreed to in terms of sub-clause (6) hereof;
- with the written consent of an employee deductions for subscriptions to the funds of the trade unions in terms of clause 16 of this Agreement, may be made;

(3) *Verantwoordelijkheidstoelae.*—As daar van 'n werknemer in enigeen van ondergenoemde klasse vereis word om, benewens die pligte wat gewoonlik verbonde is aan die bepaalde beroep wat hy gewoonlik of hoofsaaklik beoefen, werksaamhede van 'n bestuursaard te onderneem, moet sy werkgever hom 'n spesiale toelae soos hieronder gemeld, betaal benewens die lone soos hierin voorgeskryf:—

	Per maand. R
(a) Graad IV- en/of Graad III-fabriekassistent (bottermakers en/of roomgradeerders).....	20.00
(b) Graad IV-fabriekassistent (kaasmakers) werksaam in bedryfsinrigtings met 'n produksie-omvang van—	
(i) Meer as 150,000 lb. tot en met 200,000 lb.	5.00
(ii) Meer as 200,000 lb. tot en met 500,000 lb.	10.00
(iii) Meer as 500,000 lb. tot en met 1,000,000 lb.	15.00
(iv) Meer as 1,000,000 lb.....	20.00

'n Werkgever moet op versoek van die Raad 'n opgawe van die produksie-omvang van sy bedryfsinrigting aan die Raad voorleë vir sertifisering, en nadat die Raad behoorlik navraag gedoen het, word die sertifikaat van die Raad vir die toepassing hiervan geag finaal te wees; waar daar versuim word om sodanige opgawe binne een kalendermaand vanaf die datum waarop die Raad sodanige versoek gerig het of binne dié langer tydperk wat die Raad na sy goedvinde mag bepaal, voor te lê, word die produksieomvang geag meer as 1,000,000 lb. te wees.

(4) *Bestaande lone mag nie verlaag word nie.*—Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit die loon wat betaal is aan 'n werknemer of waarop hy geregtig was te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms, verlaag nie.

(5) *Differensiële loon.*—Waar daar van 'n werknemer van een klas vereis word om op enige dag vir meer as altesaam twee uur gedurende sodanige dag werk te verrig van 'n ander klas waarvoor daar 'n hoër loon betaalbaar is, moet hy vir daardie dag teen die hoër loon betaal word.

(6) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaat-reël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat ingevolge gemelde Oorlogsmaat-reël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in so 'n mate verhoog word dat die werknemer op 'n groter besoldiging geregtig sou word as die wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens gelyk is aan dié verhoging van die bedrag.

5. BETALING VAN BESOLDIGING.

(1) *Besoldiging maandeliks of weekliks betaalbaar.*—Die besoldiging van werknemers word maandeliks of weekliks verskuldig en moet maandeliks of weekliks, soos die werkgever mag verkies of soos hy en sy werknemer onderling ooreen mag kom, betaal word; met dien verstande dat 'n los werknemer of 'n werknemer wie se dienste voor die gewone betaaldag beëindig word, sy besoldiging moet ontvang vir die beëindiging van sy dienste. Werknemers moet agteruitbetaal word en wel binne drie dae na elke voltooide tydperk waarvoor die besoldiging opgeloopt het.

(2) *Premies.*—'n Werkgever mag nie regstreeks of onregstreeks betaling ten opsigte van die indiensneming of opleiding van 'n werknemer ontvang of aanneem nie.

(3) *Aankoop van goedere.*—'n Werkgever mag nie van 'n werknemer vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.

(4) *Etes en huisvesting.*—Behoudens andersluidende bepalinge in hierdie Ooreenkoms of in enige wet, mag 'n werkgever nie van 'n werknemer vereis om etes en/of huisvesting van hom of van enigeen of op 'n plek deur hom aangewys, aan te neem nie.

(5) *Boetes en aftrekkings.*—Geen bedrae hoegenaamd, uitgesonderd die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie en geen sodanige aftrekkings word toegelaat nie:—

- Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgever, 'n bedrag wat eweredig is aan dié tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werktuure tydens sodanige afwesigheid ontvang het;
- met dié skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, mediese bystand-, versekerings-, voorsorgs- of pensioenfonds;
- bydraes tot dié fondse van dié Raad ooreenkomstig dié bepalinge van klousule 15 van hierdie Ooreenkoms;
- 'n bedrag wat 'n werkgever wettig of ingevolge 'n bevel van 'n bevoegde hof moet of mag betaal vir en namens 'n werknemer, met dié spesifieke verstandhouding dat die gemeenregbeginsel van skuldvergelyking van toepassing is;
- enige bedrag wat toegelaat word of waaroor daar ooreengekom is soos in subklousule (6) hiervan bepaal;
- met dié skriftelike toestemming van 'n werknemer, bydraes tot dié fondse van dié vakverenigings ooreenkomstig klousule 16 van hierdie Ooreenkoms;

- (g) with the written consent of an employee, the deduction of any amount which an employer has paid to any Municipal Council or other local authority in respect of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such Council or other local authority.

(6) *Deductions for Quarters and Other Benefits.*—Whenever an employee agrees or is legally required to accept any of the benefits herein referred to, the following deductions may be made from his remuneration—

- (a) in the case of employees other than employees referred to in paragraph (b) hereof—

- (i) for house rent, with the written consent of an employee, a monthly deduction not exceeding R20;
- (ii) for rations such as milk, cheese and butter a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and
- (iii) for fuel, a deduction not exceeding the cost price thereof to the employer;

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

	All Areas.	
	Per Week.	Per Month.
	R	R
(i) Board.....	0.20	0.87
(ii) Lodging.....	0.40	1.73
(iii) Board and Lodging.....	0.60	2.60

(7) Every employer shall at all times keep an hours and wages record as required under regulation 8 of the Industrial Conciliation Act, 1956, as amended.

(8) Details of amounts due for ordinary time worked, overtime worked, all allowances paid and authorised deductions made shall be made available to employees.

6. HOURS OF WORK AND OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- (a) 46 hours in any week of not more than six days; and
- (b) 8 hours in any day.

(2) *Spreadover.*—The spreadover for any one day shall not exceed 12 hours.

(3) *Meal Breaks.*—An employee shall be granted not less than 30 minutes for each meal falling within his hours of work and no employee shall work longer than five hours continuously without an interval of at least one hour. All meal times shall be included in the spreadover but shall not be deemed to be part of the ordinary hours of work or overtime; provided that for the purposes of this sub-clause, 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, other than a motor vehicle driver, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) in the middle of each first work period in a day; and
- (b) in the middle of each second work period in a day;

and during such rest intervals an 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) hereof, all hours of work shall be consecutive.

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

(7) *Limitation of Overtime.*—No employer shall require or permit an employee to work overtime for more than—

- (a) ten hours in any week; or
- (b) two hours in any day.

(8) *Female Employees.*—No employer shall 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 day on more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such an employee with an adequate meal before the commencement of such overtime;
 - (iii) paid to such employee twenty cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

- (g) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of 'n ander plaaslike owerheid betaal het ten opsigte van 'n huis of akkommodasie in 'n hostel wat sodanige werknemer okkuper in 'n lokasie of Bantodorp wat onder die beheer van sodanige Raad of ander plaaslike owerheid staan.

(6) *Aftrekkings vir woonplek en ander voordele.*—Wanneer 'n werknemer daarmee instem of wanneer daar ingevolge 'n wet van hom vereis word om enigeen van die voordele hieronder genoem, aan te neem, mag die volgende bedrae van sy besoldiging afgetrek word:—

- (a) In die geval van ander werknemers as dié genoem in paragraaf (b) hiervan—

- (i) vir huishuur, met die skriftelike toestemming van die werknemer, 'n maandelikse bedrag van hoogstens R20;
- (ii) vir rantsoene soos melk, kaas en botter, 'n bedrag van hoogstens die bepaalde werkgever se groothandelverkoopsprys van die items gelewer; en
- (iii) vir brandstof, 'n bedrag van hoogstens die kosprys daarvan vir die werkgever;

- (b) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes en huisvesting van sy werkgever aan te neem, hoogstens die volgende bedrae—

	Alle gebiede.	
	Per week.	Per maand.
	R	R
(i) Etes.....	0.20	0.87
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	0.60	2.60

(7) Elke werkgever moet te alle tye 'n uur- en loonregister byhou soos vereis by regulasie 8 van die regulasies wat kragtens die Wet op Nywerheidsversoenig, 1956, soos gewysig, opgestel is.

(8) Besonderhede van die bedrae wat verskuldig is vir gewone tyd gewerk, oortyd gewerk, alle toelaes wat betaal is en gemagtigde aftrekkings moet vir die werknemers beskikbaar gestel word.

6. WERKURE EN OORTYDWERK.

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

- (a) 46 uur in 'n week van hoogstens ses dae; en
- (b) 8 uur op 'n bepaalde dag.

(2) *Werkdagbestek.*—Die werkdagbestek vir een bepaalde dag mag nie oor meer as 12 uur strek nie.

(3) *Etenspouses.*—'n Pouse van minstens 30 minute moet aan 'n werknemer toegestaan word vir elke ete wat binne sy werkure val, en geen werknemer mag langer as vyf uur aaneen sonder 'n pouse van minstens een uur werk nie. Alle etenstye word in die werkdagbestek ingesluit maar word nie geag deel van die gewone werkure of van oortydwerk uit te maak nie; met dien verstande dat, vir die toepassing van hierdie klousule, werkdagperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigbestuurder, 'n ruspouse van minstens tien minute so na as moontlik toestaan—

- (a) in die middel van elke eerste werkdagperk op 'n dag; en
- (b) in die middel van elke tweede werkdagperk op 'n dag;

en gedurende sodanige ruspouses mag daar nie van 'n werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel uit te maak van die gewone werkure.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalinge van subklousules (3) en (4) hiervan, moet alle werkure aaneenlopend wees.

(6) *Oortydperk.*—Alle tyd wat 'n werknemer langer werk as die getal werkure voorgeskryf in subklousule (1) ten opsigte van 'n dag of 'n week, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd vir meer as—

- (a) tien uur in 'n week; of
- (b) twee uur op 'n dag

te werk nie.

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

- (a) tussen 6-uur nm., en 6-uur vm.;
- (b) na 1-uur nm., op meer as vyf dae in 'n week;
- (c) oortyd vir meer as twee uur op 'n dag op meer as drie agtereenvolgende dae;
- (d) oortyd op meer as 60 dae in 'n jaar;
- (e) oortyd na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy hy—
 - (i) voor die middag kennis aan sodanige werknemer gegee het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat daar met die oortydwerk begin word;
 - (iii) sodanige werknemer 20 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortydwerk moet begin.

(9) *Payment for Overtime.*—An employee shall be paid in respect of overtime worked by him at a rate of not less than one and one-third times his hourly wage, provided that where in any one 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 the week shall be adopted.

(10) *Savings.*—(a) The provisions of sub-clauses (3), (4), (5) and (7) of this clause shall not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

(b) The provisions of sub-clause (6) shall not apply to motor vehicle drivers, unless after completing their normal duties, they are required to perform other factory work and their total hours of work exceeds 8 hours per day.

(c) The provisions of this clause shall not apply to watchmen.

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 factory transport driver, general worker, employee not elsewhere specified and labourer, not less than 12 working days' or 14 consecutive days' leave for each completed twelve months' employment; and

(b) in the case of a watchman, not less than 21 consecutive days' leave in respect of each completed twelve months' employment; and

(c) in the case of every other employee, not less than—

(i) 12 working days' or 14 consecutive calendar days' leave in respect of his first completed twelve months' employment; and

(ii) 18 working days' or 21 consecutive calendar days' leave in respect of each succeeding completed twelve months' employment;

at the rate of pay the employee was receiving immediately prior to proceeding on leave.

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

(i) if such leave has not been granted earlier it shall be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and his employee have agreed thereto in writing, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the Defence Act, 1957, as amended;

(iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

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

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of commencement of such leave and shall include all allowances normally paid to an employee.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than his remuneration for the number of days specified hereunder—

Number of Days
allowed for each
completed
Month of
Employment.

(a) Factory Transport Drivers, General Workers, Employees not elsewhere specified, Labourers and all other classes of employees who have completed not more than 1 year of employment 1 day.

(b) All employees, not being Factory Transport Drivers, General Workers, Employees not elsewhere specified or labourers, who have completed more than one year of employment 1½ days.

(9) *Betaling vir oortydwerk.*—'n Werknemer moet ten minste een en een derde maal sy uurloon betaal word vir oortydwerk wat hy verrig; met dien verstande dat waar die hoeveelheid oortydwerk wat op 'n daaglikse grondslag bereken word, in 'n bepaalde week verskil van die hoeveelheid oortydwerk wat op 'n weeklikse grondslag bereken word, die berekeningsgrondslag aanvaar moet word wat die grootste hoeveelheid oortydwerk vir die week sal oplewer.

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van subklousule (3), (4), (5) en (7) van hierdie klousule is nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaaklik geword het weens 'n onklaarraking van uitrusting of masjinerie of ander onvoorsiene noodtoestand.

(b) Die bepalinge van subklousule (6) is nie van toepassing nie op motorvoertuigdrywers, tensy daar van hulle, nadat hulle hulle gewone pligte vervul het, vereis word om ander fabriekswerk te verrig en hul totale werkure meer is as 8 uur per dag.

(c) Die bepalinge van hierdie klousule is nie op wagte van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke tydperk van twaalf maande diens by hom die volgende verlof verleen—

(a) in die geval van 'n fabrieksvervoerdrywer, 'n algemene werker, werknemer wat nie elders spesifiek gemeld word nie en 'n arbeider, minstens 12 werkdae of 14 agtereenvolgende dae vir elke voltooide twaalf maande diens; en

(b) in die geval van 'n wag, minstens 21 agtereenvolgende dae verlof ten opsigte van elke voltooide tydperk van twaalf maande diens; en

(c) in die geval van alle ander werknemers, minstens—

(i) 12 werkdae of 14 agtereenvolgende kalenderdae verlof ten opsigte van sy eerste voltooide 12 maande diens; en

(ii) 18 werkdae of 21 agtereenvolgende kalenderdae verlof ten opsigte van elke daaropvolgende voltooide tydperk van 12 maande diens;

en sodanige verlof moet verleen word teen betaling van die loon wat die werknemer ontvang het onmiddellik voordat hy met verlof gegaan het.

(2) Die verlof bedoel in subklousule (1), moet verleen word op 'n tyd wat die werkgewer moet bepaal; met dien verstande dat—

(i) as sodanige verlof nie vroeër verleen is nie, dit so verleen moet word dat dit begin binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het; so nie, kan die tydperk waarin sodanige verlof verleen moet word verleng word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van 12 maande diens waarop die verlof betrekking het, indien die werkgewer en sy werknemer skriftelik daartoe ooreengekom het;

(ii) die tydperk van sodanige verlof nie met siekteverlof wat ooreenkomstig die bepalinge van klousule 8 verleen is of met enige tydperk waarin daar van 'n werknemer vereis word om militêre opleiding ingevolge die Verdedigingswet, 1957, soos gewysig, te ondergaan, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling;

(iv) 'n werkgewer enige dag geleentheidsverlof wat op die skriftelike versoek van sy werkgewer gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, met volle betaling aan sodanige werknemer verleen is, mag aftrek van sodanige verloftydperk.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof, soos bedoel in subklousule (1), moet voor of op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word en moet alle toelae insluit wat gewoonlik aan 'n werknemer betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof, soos bedoel in subklousule (1), opgeloopt het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige diensbeëindiging vir sodanige verlof betaal word ten opsigte van elke voltooide maand van sodanige diens tydperk van minder as een jaar, en die betaling moet minstens sy besoldiging wees vir die getal dae hieronder gespesifiseer:—

Getal dae toege-
laat vir elke
voltooide
maand diens.

(b) Fabrieksvervoerdrywers, algemene werkers, werknemers wat nie elders spesifiek gemeld word nie, arbeiders en alle ander klasse werknemers wat hoogstens 1 jaar diens voltooi het 1 dag.

(b) Alle werknemers, uitgesonderd fabrieksvervoerdrywers, algemene werkers, werknemers wat nie elders spesifiek gemeld word nie of arbeiders wat meer as een jaar diens voltooi het. 1½ dag.

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

(6) For the purpose of this clause the expression "employment" shall mean a continuous period of service with the same employer and shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);

(b) required to undergo training under the Defence Act, 1957, as amended, provided that an employee shall not be entitled to claim as employment more than 4 months of any one period of such training, provided further that any remuneration paid to an employee whilst undergoing military training shall be at the sole discretion of the employer concerned.

(c) absent on sick leave in terms of clause 8;

and shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

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

(a) in the case of an employee who works a five-day week, not less than twenty work days; and

(b) in the case of any other employee, not less than twenty-four work days sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period:

Provided—

(i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than—

(a) in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment; and

(b) in the case of any other employee, one work day in respect of each completed month of employment;

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive work days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

(b) "employment" shall have the same meaning as in clause

(5) 'n Werknemer wat ooreenkomstig die bepalings van subklousule (1) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet, by sodanige beëindiging, ten opsigte van verlof die bedrae betaal word soos bedoel in subklousules (1) en (4), en sodanige betaling moet geskied teen die besoldiging wat hy onmiddellik voor die datum van beëindiging van sy diens ontvang het.

(6) Vir die toepassing van hierdie klousule, beteken die uitdrukking "diens" 'n aaneenlopende tydperk diens by dieselfde werkgever en word dit geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

(a) met verlof afwesig is ooreenkomstig die bepalings van subklousule (1);

(b) ingevolge die Verdedigingswet, 1957, soos gewysig, opleiding moet ondergaan; met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige sodanige opleidingstydperk as diens te eis nie; en voorts met dien verstande dat enige besoldiging wat aan sodanige werknemer betaal word terwyl hy militêre opleiding ondergaan, geheel en al aan die goedgevinde van die betrokke werkgever onderworpe is;

(c) ingevolge klousule 8 met siekteverlof afwesig is;

en word dit geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens die bepalings van enige wet, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens is en op wie enige wet wat vir jaarlikse verlof voorsiening maak van toepassing is, maar wat nog nie ooreenkomstig die bepalings van sodanige wet op sodanige verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van 'n ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. SIEKTEVERLOF.

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

(a) in die geval van 'n werknemer wat vyf dae in 'n week werk, minstens twintig werkdag siekteverlof verleen; en

(b) in die geval van alle ander werknemers, altesaam minstens 24 werkdag siekteverlof in elke kringloop van 24 agtereenvolgende maande diens by hom verleen, en sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie klousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het;

Met dien verstande dat—

(i) 'n werknemer in die eerste 24 maande diens nie op meer siekteverlof met volle betaling as die volgende geregtig is nie:—

(a) In die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens; en

(b) in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk as die siekteverlof wat opgeloopt het tot op die tydstip van sodanige ongeskiktheid afwesig is, hy daarop geregtig is om slegs ten opsigte van dié verlof wat aldus opgeloopt het, betaal te word, maar sy werkgever moet, as hy dit nie reeds voorheen gedoen het nie, hom ten tyde van dié verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin sodanige verlof wat tot op die tydstip van sodanige verstryking of beëindiging opgeloopt het, nie geneem is nie.

(2) 'n Werkgever mag voordat hy 'n bedrag wat 'n werknemer ingevolge hierdie klousule ten opsigte van afwesigheid van die werk vir 'n tydperk van meer as drie agtereenvolgende dae eis, betaal, as voorwaarde vereis dat die werknemer 'n sertifikaat, onderteken deur 'n mediese praktisyn, wat die aard en duur van die ongeskiktheid van die werknemer bevestig, voorleë.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd 'n besering wat deur 'n werknemer se eie wangedrag veroorsaak is. Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen bedrag vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie;

(b) en het "diens" dieselfde betekenis as in klousule 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee, other than a watchman, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day, provided that he may be required to work on any such day.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee, other than a casual employee, or watchman, works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay to him for each such day, in addition to his wage—

- (i) one-quarter of one day's wage if he works for less than two hours during that day; or
- (ii) one day's wage if he works for two hours or more during that day.

(b) whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than his daily wage, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

(3) *Sundays*.—No employer shall permit or require an employee, to work on a Sunday except with the prior approval of the Council and under such conditions as the Council may prescribe, provided that this prohibition shall not apply to employees engaged on work necessitated by a break-down of plant or machinery or unforeseen emergency or essential services or repairs to plant or machinery, which cannot normally be undertaken during the course of the week, provided, further, that if an employee works on a Sunday, the time so worked by him shall not be regarded as overtime and his employer shall pay him—

either

- (i) not less than double his hourly wage for four hours for all work performed of less than four hours' duration;
- (ii) not less than double his hourly wage for the actual hours worked in excess of four hours with a minimum payment of double his wage for an ordinary working day.

or

(iii) for each hour or part of an hour so worked not less than one and one-third times his hourly wage in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof at a rate not less than his daily wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employee to wear or which legally or by any regulation he may be compelled to provide for his employee.

11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES.

(1) An employer shall not employ any person under the age of 16 years.

(2) An employer shall not employ any unqualified person in a capacity for which a qualification has been prescribed, except with the prior approval of the Council, provided however, that in the event of an emergency such unqualified employee may be employed in such capacity, for a total period not exceeding six weeks in any period of three months, at the prescribed rate of remuneration for a qualified employee, and for the purpose hereof, an emergency shall be deemed to exist only when no qualified employee is reasonably available for engagement by such employer.

(3) An employer shall pay an employee who performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, the rate of remuneration for the whole day on which such work is performed, which is prescribed to be payable herein before to the employee qualified or entitled to perform the said class of work.

(4) Where butter and cheese are manufactured in the same establishment the position of a factory assistant grade IV (buttermaker and cheesemaker) shall not be held by the same employee, except with the prior approval of the Council.

12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a labourer furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n wag, is geregtig op en moet verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag; met dien verstande dat daar van hom vereis mag word om op enige sodanige dag te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag, benewens sy gewone loon, die volgende betaal:—

- (i) Een kwart van een dag se loon as hy minder as twee uur op daardie dag gewerk het; of
- (ii) een dag se loon as hy vir twee uur of langer op daardie dag gewerk het.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke dag minstens sy dagloon betaal plus sodanige loon, gedeel deur agt, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Sondae*.—Geen werkgever mag van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om op 'n Sondag te werk nie behalwe wanneer die toestemming van die Raad vooraf verkry is en op die voorwaardes wat die Raad mag voorskryf; met dien verstande dat hierdie verbodsbepaling nie van toepassing is nie op werknemers wat werk verrig wat noodsaak is deur 'n onklaarraking van uitrusting of masjinerie of 'n onvoorsiene noodtoestand of noodsaaklike dienste of herstelwerk aan uitrusting of masjinerie wat nie gewoonlik in die loop van die week onderneem kan word nie; en voorts met dien verstande dat, as 'n werknemer op 'n Sondag werk, die tyd wat hy aldus gewerk het, nie geag word oortydwerk te wees nie en sy werkgever hom soos volg moet betaal:—

of

- (i) minstens dubbel sy uurloon vir vier uur vir alle verrigte werk wat minder as vier uur geduur het;
- (ii) minstens dubbel sy uurloon vir die werklike getal ure langer gewerk as vier uur, met 'n minimum betaling van dubbel die loon vir 'n gewone werkdag;

of

(iii) vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en een-derde maal sy uurloon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy dagloon betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werke vir daardie dag van die week gewerk het.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet die oorpakke en/of beskermende oorklere wat hy mag vereis dat sy werknemer moet dra of wat hy wettig of by regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou.

11. MINIMUM LEEFTYD EN KWALIFIKASIES VAN WERKNEMERS.

(1) 'n Werkgever mag niemand onder die leeftyd van 16 jaar in diens neem nie.

(2) 'n Werkgever mag nie 'n ongekwalifiseerde persoon in 'n hoedanigheid waarvoor 'n kwalifikasie voorgeskryf is, in diens neem nie tensy die goedkeuring van die Raad vooraf verkry is; met dien verstande egter dat, ingeval van 'n noodtoestand, sodanige ongekwalifiseerde werknemer in sodanige hoedanigheid vir 'n totale tydperk van hoogstens ses weke in enige tydperk van drie maande in diens geneem mag word teen die voorgeskrewe besoldiging van 'n gekwalifiseerde werknemer, en vir die toepassing hiervan, word 'n noodtoestand geag alleenlik te bestaan wanneer geen gekwalifiseerde werknemer redelikerwys vir indiensneming deur sodanige werkgever beskikbaar is nie.

(3) 'n Werkgever moet 'n werknemer wat werk verrig waarvoor hy, ooreenkomstig die bepalings van hierdie Ooreenkoms nie gekwalifiseer is nie of wat deur 'n ander klas werknemer verrig moet word, vir die hele dag waarop sodanige werk verrig word, die besoldiging betaal wat hierin voorgeskryf word vir 'n werknemer wat gekwalifiseer is of daarop geregtig is om genoemde klas werk te verrig.

(4) Waar botter en kaas in dieselfde bedryfsinrigting vervaardig word, mag die betrekking van 'n graad IV-fabrieksassistent (bottermaker en kaasmaker) nie deur dieselfde werknemer beklee word nie tensy die Raad vooraf goedkeuring daartoe verleen het.

12. DIENSSERTIFIKAAT.

'n Werkgever moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n arbeider, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgever en die werknemer, die aard van die werk, die begin- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging moet meld.

13. TERMINATION OF SERVICE.

Not less than one month's written notice, reckoned from the usual pay-day of the establishment concerned, shall be given by an employer or employee to terminate the contract of service, provided that, where an employer or employee terminates the contract of service without the requisite notice, payment of one month's remuneration in the case of the employer terminating the contract, the forfeiture of one month's remuneration in the case of the employee terminating the contract, shall be made in lieu of such notice, provided, further, that an employer or employee shall be entitled to terminate the contract of service on not less than—

(a) one week's notice in the case of a labourer or any other employee whose wages are weekly paid; and

(b) twenty-four hour's notice in the case of an employee who has completed less than four week's service.

in which case the payment in lieu of notice and/or the forfeiture due shall be reduced accordingly.

This clause shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by Law as sufficient, nor shall it affect an Agreement between an employer and an employee which provides for a longer period of notice than is prescribed herein. The provisions of this clause shall not apply to casual employees.

14. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause, the Council may, subject to the provisions of section fifty-one (3) of the Industrial Conciliation Act, 1956, as amended, relative to paragraph (f) of sub-clause (5) of clause 5, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-clause (1) of this clause, a licence signed by him setting out—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause to which exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct from the remuneration of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement, the sum of one cent for every R1 or part of R1 of the wage of such employee. To the amount so deducted, the employer shall add a like amount and forward the total sum month by month and within 30 days after the close of the month to which the sum relates, to the Secretary of the Council, P.O. Box 265, Pretoria, or such other address as the Council may specify.

(2) Each employer shall in respect of each month make a return to the Council in such form as the Council may prescribe and provide, of the total number of employees employed by him and the total remuneration paid to such employees during that month.

(3) All funds received by the Council be vested in and administered by the Council.

16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS.

With the written consent of an employee, the employer shall deduct monthly the subscriptions due by such employee to the following Trade Unions:—

National Union of Dairy Industry Employees;
S.A. National Cheesemakers' Union;

both these Trade Unions being parties to the Agreement. The subscriptions so deducted shall be forwarded to the Secretaries of the respective Unions within 30 days after the close of the month to which the deductions relate.

13. DIENSBEEÏNDIGING.

'n Werkgever of 'n werknemer moet minstens een maand vooraf, gereken vanaf die gewone betaaldag van die betrokke bedryfsinrigting, kennis gee van die beëindiging van die dienskontrak; met dien verstande dat waar 'n werkgever of 'n werknemer die dienskontrak beëindig sonder die vereiste kennisgewingtermyn, die werkgever wat die kontrak beëindig, een maand se besoldiging aan die werknemer moet betaal en die werknemer wat die dienskontrak beëindig, aan die werkgever een maand se besoldiging moet verbeur in plaas van sodanige kennisgewing; met dien verstande voorts dat 'n werkgever of 'n werknemer daarop geregtig is om die dienskontrak te beëindig met minstens—

(a) een week kennisgewing in die geval van 'n arbeider of ander werknemer wie se loon weekliks betaal word; en

(b) 24 uur kennisgewing in die geval van 'n werknemer wat minder as vier weke diens voltooi het;

en in so 'n geval word die betaling in plaas van kennisgewing en/of die verbeuring in plaas van kennisgewing dienoreenkomsig verminder.

Hierdie klousule raak nie die werkgever of die werknemer se reg om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie, en dit raak ook nie 'n ooreenkoms tussen 'n werkgever en 'n werknemer waarin daar vir 'n langer tydperk van kennisgewing as dié hierin voorgeskryf, voorsiening gemaak word nie.

Die bepalings van hierdie klousule is nie op los werknemers van toepassing nie.

14. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, mag die Raad, behoudens die bepalings van artikel een-en-veertig (3) van die Wet op Nywerheidsversoenig, 1956, soos gewysig, wat met paragraaf (f) van subklousule (5) van klousule 5 in verband staan, om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en ook die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingstifikaat mag intrek afgesien daarvan of die tydperk waarvoor dit uitgereik is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen is, 'n stifikaat uitreik wat hy onderteken het en wat die volgende meld:—

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms, waarvan vrystelling verleen word;

(c) die voorwaardes wat ooreenkomsig die bepalings van subklousule (2) van hierdie klousule gestel is en waarop die vrystelling verleen word; en

(d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle stifikate wat uitgereik word, agtereenvolgens nommer;

(b) 'n kopie van elke stifikaat wat uitgereik word, bewaar; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgever stuur.

15. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever van die besoldiging van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, die bedrag van een sent aftrek vir elke R1 of deel van R1 van die loon van sodanige werknemer. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand na maand en wel binne dertig dae na die einde van die maand waarop die bedrag betrekking het, aan die Sekretaris van die Raad, Posbus 265, Pretoria, of na dié ander adres wat die Raad mag spesifiseer, stuur.

(2) Elke werkgever moet ten opsigte van elke maand en wel in die vorm wat die Raad mag voorskryf en verskaf, 'n opgawe aan die Raad stuur van die totale getal werknemers wat hy gedurende daardie maand in diens geneem het en van die totale besoldiging wat hy gedurende daardie maand aan sodanige werknemers betaal het.

(3) Die eiendomsreg op alle fondse wat die Raad ontvang berus by die Raad en die Raad administreer sodanige fondse.

16. AFTREKKING VAN LEDEGELDE VIR VAKUNIE.

Met die skriftelike toestemming van die werknemer, moet die werkgever die ledegeld wat sodanige werknemer aan ondergenoemde vakverenigings verskuldig is, maandeliks aftrek:—

National Union of Dairy Industry Employees; en
S.A. National Cheesemakers' Union;

aangesien albei hierdie vakverenigings partye by hierdie Ooreenkoms is. Die ledegeld aldus afgetrek, moet aan die sekretarisse van die onderskeie vakverenigings gestuur word binne 30 dae na die einde van die maand waarop sodanige aftrekkings betrekking het.

17. 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 the provisions thereof for the guidance of employers and employees.

18. EXHIBITION OF AGREEMENT.

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages, and in the form prescribed in the regulations under the Act.

19. TRADE UNIONS' REPRESENTATIVES ON COUNCIL.

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

20. AGENTS.

The Council may appoint one or more specified persons as its Agent or Agents to assist in giving effect to the terms of this Agreement. An Agent may enter any establishment during working hours and any question any employer or employee and inspect the record of the wages paid, time worked and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Pretoria on behalf of the parties on this the 26th day of June, 1965.

J. S. FOTHERINGHAM,
Chairman of the Council.

E. SOUTHWORTH,
Vice-Chairman of the Council.

A. S. B. VENTER,
Member of the Council.

P. H. LISHMAN,
Secretary of the Council.

No. R. 1532.] [8 October 1965.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

DAIRY INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

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 Dairy Industry published under Government Notice No. R. 1531 of the 8th October, 1965, to be, on the whole, not less favourable to the employees 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.

No. R. 1533.] [8 October 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942.

DAIRY INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

On behalf of the Minister of Labour, I MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Dairy Industry published under Government Notice No. R. 1531 of the 8th October, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

17. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet te alle tye in sy bedryfsinrigting en op 'n plek wat geredelik vir sy werknemers toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is.

19. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. AGENTE.

Die Raad mag een of meer gespesifiseerde persone as sy agent of agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent mag 'n bedryfsinrigting gedurende werkkure betree en 'n werkgewer of 'n werknemer ondervra en die register van die lone betaal, die tyd gewerk en die betalings vir oortydwerk nagaan met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

Namens die partye op hede die 26ste dag van Junie 1965 te Pretoria onderteken.

J. S. FOTHERINGHAM,
Voorsitter van die Raad.

E. SOUTHWORTH,
Ondervoorsitter van die Raad.

A. S. B. VENTER,
Lid van die Raad.

P. H. LISHMAN,
Sekretaris van die Raad.

No. R. 1532.] [8 Oktober 1965.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

SUIWELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

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 Suiwelnwyerheid gepubliseer by Goewermmentskennisgewing No. R. 1531 van 8 Oktober 1965, oor die algemeen vir werknemers wie se werkkure 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1533.] [8 Oktober 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942.

SUIWELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Suiwelnwyerheid wat by Goewermmentskennisgewing No. R. 1531 van 8 Oktober 1965, gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R.1531.	Industrial Conciliation Act, 1956: Dairy Industry, Republic of South Africa ...	1
R.1532.	Factories, Machinery and Building Work Act, 1941: Dairy Industry ...	15
R.1533.	War Measures Act, 1940: Dairy Industry ...	15

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
R.1531.	Wet op Nywerheidsversoening, 1956: Suiwelnywerheid, Republiek van Suid-Afrika ...	1
R.1532.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Suiwelnywerheid ...	15
R.1533.	Wet op Oorlogsmaatreëls, 1940: Suiwelnywerheid ...	15

The Mineral Resources of South Africa

The fourth edition of *The Mineral Resources in South Africa*

is now available

Price R3.33

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Die Delfstowwe van Suid-Afrika

Die vierde uitgawe van *Die Delfstowwe van Suid-Afrika*

is nou beskikbaar

Prys R3.33

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

TELEGRAPH TARIFFS

INLAND TELEGRAMS.—(South Africa and South West Africa):—

Ordinary:—

For first 14 words or less.....	20c
For each additional word.....	2c

INTERTERRITORIAL TELEGRAMS:—

Addressed to.	Ordinary: Per word.	Press: For every 8 words.
Basutoland, Bechuanaland Protectorate, Mocambique, Rhodesia, Swaziland...	3c ⁽¹⁾	3c ⁽²⁾
Malawi, Zambia.....	4c ⁽¹⁾	4c ⁽²⁾
Angola (including Cabinda).....	17c ⁽²⁾	17c ⁽⁴⁾
Burundi.....	14c ⁽²⁾	14c ⁽⁴⁾
Republic of the Congo (Leopoldville)...	9c ⁽²⁾	9c ⁽⁴⁾
Cameroons: Independent Republic of..	20c ⁽²⁾	†
Republics of the Congo (Brazzaville), Chad and Gabon.....	12c ⁽²⁾	†
Central African Republic.....	27c ⁽²⁾	†
Rwanda.....	14c ⁽²⁾	†

⁽¹⁾ Minimum 12 words.

⁽⁴⁾ Minimum 48 words.

⁽²⁾ Minimum 6 words.

⁽²⁾ Minimum 7 words.

⁽²⁾ Minimum 96 words.

† The charge for a press telegram is one-third of the ordinary rate, with a minimum as for 14 words.

TELEGRAAFTARIEWE

BINNELANDSE TELEGRAMME.—(Suid-Afrika en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woord.....	2c

INTERTERRITORIALE TELEGRAMME:—

Geadresseer aan.	Gewone: Per woord.	Pers: Vir elke 8 woorde.
Basoetoland, Betsjoeanalandprotektoraat, Mosambiek, Rhodesië, Swaziland.....	3c ⁽¹⁾	3c ⁽²⁾
Malawi, Zambia.....	4c ⁽¹⁾	4c ⁽²⁾
Angola (met inbegrip van Kabinda)....	17c ⁽²⁾	17c ⁽⁴⁾
Burundi.....	14c ⁽²⁾	14c ⁽⁴⁾
Republiek van die Kongo (Leopoldstad)	9c ⁽²⁾	9c ⁽⁴⁾
Kameroen: Onafhanklike Republiek van Republiek van die Kongo (Brazzaville), Tsaad en Gaboen.....	20c ⁽²⁾	†
Sentraal-Afrikaanse Republiek.....	12c ⁽²⁾	†
Rwanda.....	27c ⁽²⁾	†
	14c ⁽²⁾	†

⁽¹⁾ Minimum 12 woorde.

⁽⁴⁾ Minimum 48 woorde.

⁽²⁾ Minimum 6 woorde.

⁽²⁾ Minimum 7 woorde.

⁽²⁾ Minimum 96 woorde.

† Die koste van 'n perstelegram is een derde van die gewone tarief, met 'n minimum soos vir 14 woorde.