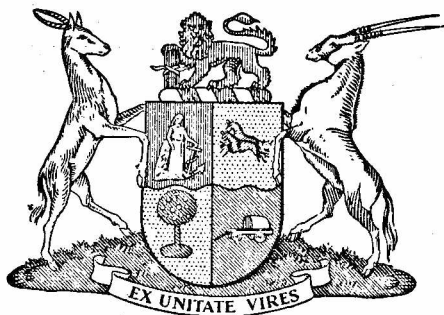


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Republiek van Suid-Afrika



Government Gazette

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PRETORIA, 21 OCTOBER 1966.
21 OKTOBER

[No. 1572.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1659.] [21 October 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

BISCUIT MANUFACTURING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Biscuit Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (6) (e), 19, 22 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, 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 section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (6) (d) (ii), 6 (6) (e), 10, 17, 19, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1659.] [21 Oktober 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

BESKUITNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beskuitnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (6) (e), 19, 22 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag 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 artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (6) (d) (ii), 6 (6) (e), 10, 17, 19, 22 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

(hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and the

National Union of Operative Biscuit Makers and Packers of South Africa

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

being parties to the National Industrial Council of the Biscuit Manufacturing Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers and employees in the Biscuit Manufacturing Industry who are members of the employers' organisation and the trade union, respectively.

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall—

- (a) apply only to employees for whom minimum wages are prescribed in clause 4;
- (b) not apply to vanmen or travellers who are engaged in selling or delivering goods or in soliciting orders exclusively in a Bantu area as defined in section one of the Act.

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 section forty-eight of the Act and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

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

"assistant brakesman" means an employee who does not operate the brake, but who assists the brakesman in braking hard and soft doughs and cream-cracker dough;

"assistant ovensman" means an employee who assists the ovensman in the working of the mechanical peel or hand ovens;

"assistant storeman" means an employee, other than a labourer, who works under the direct supervision of the storeman and who is authorised upon receiving a requisition, to issue any materials or ingredients from the store;

"biscuit cutting and embossing machine operator" means an employee who is in charge of the operation of a biscuit cutting and embossing machine;

"Biscuit Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of manufacturing by hand or machine biscuits, wafers, cones, matzos, pretzel sticks, cakes and Christmas puddings for sale and includes the distribution by such employers and/or employees of any or all of such products, and further includes all operations incidental to or consequential on any of the aforesaid activities;

"biscuits" include wafers, ice-cream wafers, cones, dog and/or puppy biscuits, pretzel sticks and matzos;

"biscuit baker" means any person who, after five years practical experience in biscuit baking, other than a learner, under the direct supervision of a foreman biscuit baker, mixes, drops,

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE BESKUIT-NYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

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

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Beskuitnywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms—

- (a) slegs van toepassing op werknemers vir wie minimum lone in klousule 4 voorgeskryf word;
- (b) nie van toepassing nie op afleweringswabediendes of handelsreisigers wat goedere verkoop of aflewer of bestellings aanvaar uitsluitlik in 'n Bantoegebied soos omskryf in artikel een van die Wet.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag bepaal en bly van krag vir twee jaar of vir die tydperk wat hy mag vasstel.

3. WOORDOMSKEYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel, en tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die doel van hierdie omskrywing beteken "geskoolde ambagsman" 'n persoon wat sy vakleerlingskap uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat 'n bekwaamheid-sertifikaat besit wat die Registrateur van Vakleerlinge ooreenkomstig die bepalings van artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat deur genoemde registrateur aan hom uitgereik is ooreenkomstig artikel twee (7) of artikel sewe (3) van genoemde Wet;

"assistent-deegroller" 'n werknemer wat nie met die deegrol werk nie maar wat die deegroller help met die uitrol van stywe en slap deeg en deeg vir roombeskuitjies;

"assistent-oondman" 'n werknemer wat die oondman help met meganiese oondstok- of handoende;

"assistent-pakhuisman" 'n werknemer, uitgesonderd 'n arbeider, wat onder die regstreekse toesig van 'n pakhuisman werk en wat gemagtig is om by ontvangs van 'n rekvisisie materiaal of bestanddele uit die pakhuis uit te reik;

"beskuituitsny- en -embosseermasjienbediener" 'n werknemer wat verantwoordelik is vir die bediening van 'n beskuituitsny- en -embosseermasjien;

"Beskuitnywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om met die hand of deur middel van 'n masien, beskuit, wafels, keëls, matzos, pretzelstokkies, koeke en Kerspoedings te vervaardig vir verkoop en omvat dit ook die distribusie, deur sodanige werkgewers en/of werknemers, van enigeen van of al sodanige produkte en voorts ook alle werksaamhede wat uit voornoemde werksaamhede voortvloei of daarmee in verband staan;

"beskuit" ook wafels, roomyswafeltjies, keëls, honde- en/of klein hondjiebeskuit, pretzelstokkies en matzos;

"beskuitbaker" enigeen wat, na vyf jaar praktiese ondervinding, van beskuitbakkery, uitgesonderd as 'n leerling onder die regstreekse toesig van 'n voormanbeskuitbaker, handgemaakte beskuit meng, skep, sny, afsteek, in die pan

"chargehand packer" in the biscuit packing department means an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or foremistress, and who marks the time-sheet and attendance register, and who may also do packing;

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work, and includes a despatch clerk and a cashier;

"Council" means the National Industrial Council of the Biscuit Manufacturing Industry of South Africa, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means an employee's weekly wage divided by—

- (i) five in the case of employees working a five-day week;
- (ii) five-and-a-half in the case of employees, other than watchmen, working a five-and-a-half day week;
- (iii) seven in the case of a watchman who works a seven-day week, and six in the case of a watchman who works a six-day week;

"delivery assistant" means an employee, other than a driver or vanman, who delivers products of an establishment to customers, on bicycles, horse-drawn or other vehicles;

"depot" means any premises owned or occupied by an employer where stocks of biscuits are kept for distribution from such premises;

"despatcher" means an employee who deals with the despatch of goods under the direct supervision of the foreman despatcher;

"dough mixer" (or doughman) means an employee who is responsible under the supervision of a biscuit baker or foreman for the checking and correct mixing of the ingredients of any particular type of dough and who operates the mixing machine;

"driver" means an employee, other than a vanman, engaged in driving a motor or horse-drawn vehicle;

"employment" means, subject to the provisions of clause 13, the total period of service an employee has had in the Biscuit Manufacturing Industry;

"establishment" means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry and includes a depot;

"factory operative" means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds, or any other ornamentations, cleaning and sifting ingredients, feeding ingredients to dough mixers and dough on to biscuit machines, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process, making or repairing of clothing, pressing clothing by hand or machine; operating any other machine in the laundry section or checking;

"foreman or foremistress" means an employee who is in charge of the packing department;

"foreman biscuit baker" means a biscuit baker either of machine or hand-made biscuits, who takes full control of all manufacturing operations;

"foreman despatcher" means an employee who is in charge of the despatch of goods;

"guillotine machine operator" means an employee employed on operating a power-driven guillotine paper-cutting machine;

"handyman" means an employee, other than an artisan, engaged in making minor repairs and adjustments to machinery, plant, buildings and other equipment;

"hourly rate" means an employee's wage divided by his ordinary hours of work prescribed in clause 7 (1) according to the occupation concerned;

"juvenile" means an employee under the age of eighteen years;

"labeller" means an employee who fixes type and size labels to containers;

"laboratory attendant" means an employee attached to a laboratory who is wholly or mainly engaged in preparing samples for analysis, filtering and weighing samples, adjusting and recording times and temperatures and preparing laboratory apparatus;

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

- (1) Sweeping and/or cleaning premises, plant, vans, utensils and other articles;
- (2) carrying, stacking and pushing;
- (3) oiling or greasing machines and/or vehicles;
- (4) washing and delabelling tins;
- (5) unwrapping pats of butter;
- (6) packing tins or boxes into crates or other outer containers;
- (7) nailing up crates;
- (8) fixing addressed labels on boxes or crates;

"onderbaasverpakker" in die beskuietverpakkingsafdeling, 'n werknemer wat gemagtig is om aan die hoof te staan van of toesig te hou oor 'n groep verpakkers onder die regstreekse leiding van 'n voorman of voorvrou en wat die werkstaat en bywoningsregister invul en ook verpakkingswerk mag verrig;

"klerklike werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n versendingsklerk en 'n kassier;

"Raad" die Nasionale Nywerheidsraad vir die Beskuietnywerheid van Suid-Afrika, geregistreer ingevolge artikel twee van die Nijverheid Versoenings Wet, 1924, en geag geregistreer te wees ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956;

"dagloon" 'n werknemer se weekloon gedeel deur—

- (i) vyf in die geval van werknemers wat vyf dae in 'n week werk;
- (ii) vyf en 'n half in die geval van werknemers, uitgesonderd wagte, wat vyf en 'n half dag in 'n week werk;
- (iii) sewe in die geval van 'n wag wat sewe dae in 'n week werk, en ses in die geval van 'n wag wat ses dae in 'n week werk;

"afleringsassistent" 'n werknemer, uitgesonderd 'n drywer of afleringswabediende, wat produkte van 'n bedryfsinrigting aan klante afler met 'n fiets, perde- of ander voertuig;

"depot" 'n perseel wat behoort aan of geokkupeer word deur 'n werkgever en waar voorrade beskuiet gehou word vir distribusie vanuit sodanige perseel;

"versender" 'n werknemer wat onder die regstreekse toesig van 'n voormanversender goedere versend;

"deegmenger" (of deegman) 'n werknemer wat onder toesig van 'n beskuietbakker of 'n voorman, verantwoordelik is vir die nagaan en die korrekte meng van bestanddele van enige besondere tipe deeg, en met die mengmasjiene werk;

"drywer" 'n werknemer, uitgesonderd 'n afleringswabediende, wat gebruik word om 'n motorvoertuig te bestuur of 'n voertuig wat deur perde getrek word, te dryf;

"diens", behoudens die bepalings van klousule 13, die totale dienstyd van 'n werknemer in die Beskuietnywerheid;

"bedryfsinrigting" 'n plek waarin een of meer werknemers by die Beskuietnywerheid in diens is, en ook 'n depot;

"fabriekswerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Beskuiet in panne sit, kersies, suiker, amandels of ander versiersels aanbring, bestanddele skoonmaak en sif, bestanddele in deegmengers voer en deeg aan beskuietmasjiene voer, panne en vorms smeer, panne aan meganiese oonde voer en dit daaruit verwyder, grondstowwe in die vervaardigingsproses hanteer, klere maak of herstel, klere met die hand of met 'n masjiene stryk, enige ander masjiene in die wassery-afdeling bedien of nagaan;

"voorman of voorvrou" 'n werknemer wat aan die hoof staan van die verpakkingsafdeling;

"voormanbeskuietbakker" 'n beskuietbakker wat beskuiet of met 'n masjiene of met die hand maak en wat volle beheer het oor alle vervaardigingswerksaamhede;

"voormanversender" 'n werknemer wat vir die versending van goedere verantwoordelik is;

"valmesmasjienebediener" 'n werknemer wat 'n kragvalmesmasjiene bedien wat papier sny;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat gebruik word om kleinere herstelwerk en verstellings te doen aan masjinerie, installasies, geboue en ander uitrusting;

"uurloon" 'n werknemer se loon gedeel deur sy gewone werktuure soos in klousule 7 (1) voorgeskryf vir die betrokke beroep;

"jeugdige" 'n werknemer onder die leeftyd van agtien jaar;

"etiketteerder" 'n werknemer wat etikette wat tipes en groottes aandui, op houters plak;

"laboratoriumwerker" 'n werknemer wat aan 'n laboratorium verbonde is, wat uitsluitlik of hoofsaaklik monsters vir analise voorberei, monsters filtreer en weeg, tye en temperatuur stel en aanteken en laboratoriumapparate voorberei;

"arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik gebruik word vir een of meer van die volgende of soortgelyke werksaamhede:—

- (1) Persele, installasies, bestelwaens, gerei en ander artikels uitvee en/of skoonmaak;
- (2) goedere dra, opstapel en stoot;
- (3) masjiene en/of voertuie olie of smeer;
- (4) blikke was en etikette daarvan verwyder;
- (5) papier van botter verwyder;
- (6) blikke of dose in kratte of ander buite-omhulsels verpak;
- (7) kratte toespyker;
- (8) geadresseerde etikette op dose of kratte aanbring;

- (14) delivering letters, messages, or goods on foot or by means of a foot or hand propelled vehicle;
 - (15) demolishing buildings or other structures;
 - (16) feeding into or taking off from machines, other than as specified in the definition of factory operative;
 - (17) filling or emptying bags, sacks or other containers;
 - (18) gardening, hoeing, raking, digging, shovelling, cutting and planting under instruction;
 - (19) lime washing compounds, latrines, outbuildings, or similar buildings or structures;
 - (20) making or maintaining fires or removing refuse or sorting clinkers;
 - (21) mending bags by hand or sorting or shaking out bags;
 - (22) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
 - (23) opening or closing bags, sacks, bales, boxes, packages or doors or glueing;
- and any other labour not provided for;
- "laundry chargehand" means an employee who is in charge of and/or supervises a laundry;
- "local committee" means a local committee appointed in terms of the constitution of the Council;
- "machine-hand" means an employee, who is in charge of a mechanical biscuit creaming machine, a wafer and/or cone-making machine, wire cut machine, rotary moulding machine or biscuit wrapping machine;
- "monthly wage" means an amount calculated at the rate of four and one-third of an employee's weekly wage;
- "motor vehicle" means a mechanically propelled vehicle, other than a van, any two or three-wheeled motor-driven cycle, or any vehicle used solely within any establishment for the conveyance and delivery of goods other than travellers' samples or products for sale to customers;
- "night shift" means a shift of work, the whole or major portion of which falls between the hours of 6 p.m. and 6 a.m. and is specified by the employer in the notice provided for in clause 4 (3) (c);
- "ordinary working hours" means the hours, excluding meal times between the starting and closing times of establishments, such times being fixed as provided in clause 7 (3) of this Agreement;
- "ovensman" means an employee who is in charge of any kind of mechanical peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;
- "packet packer" means an employee who packs the products of the Industry into tins or other containers;
- "packer" means an employee employed in the packing department in wrapping, packing, creaming or weighing biscuits, wafers, cones, matzos, cakes or Christmas puddings;
- "sample packer" means an employee who packs samples for travellers and/or window displays;
- "short-time" means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;
- "staff parcels attendant" means an employee in the staff shop or staff parcels room who sells commodities to the staff from that shop or room;
- "stock-hand" means an employee in charge of stock and distribution of loose biscuits in the packing department;
- "storeman" means an employee who is in charge of all raw materials and who issues supplies to the bake-house;
- "tally clerk" means an employee who checks pasted tins and/or corrugated containers;
- "tin-making chargehand" means an employee in the tin-making or repairing department, who is in charge of employees employed in or in connection with tin-making or repairing of tins and who may change dies or set up machines;
- "traveller" means a male employee, who, as the travelling representative of an establishment on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use of or consumption by such traders or other persons;
- "vanman" means an employee who is in charge of a van, is responsible for its cleanliness, for the delivery and sale of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers and who may drive a van;
- "van" means an animal-drawn or motor-propelled vehicle, other than any two or three-wheeled motor-driven cycle, used

- (14) briewe, boodskappe of goedere te voet of deur middel van 'n trap- of handaangedrewe voertuig aflewer;
- (15) geboue of ander bouwerke sloop;
- (16) goedere in 'n masjien voer of dit daarvan wegneem, uitgesonderd die werksaamhede soos gespesifiseer onder die omskrywing van „fabriekswerker”;
- (17) sakke, sakkies of ander houers vul of leegmaak;
- (18) tuinmaak, skoffel, hark, spit, met 'n skopgraaf werk, snoei en plant volgens opdrag;
- (19) kampongs, latrines, buitgeboue of dergelike geboue of bouwerke afwit;
- (20) vure maak of in stand hou of afval verwyder of sinter sorteer;
- (21) sakke met die hand herstel of sakke sorteer of uitskud;
- (22) dagha, beton, klip of bitumen met die hand meng of beton of bitumen uitsprei met 'n skopgraaf, hark, vork of kruiwa;
- (23) sakke, sakkies, bale, dose, pakke of deure oop- of toemaak of lymwerk verrig;

en alle ander arbeid wat nie bepaal word nie.

- „wassery-onderbaas” 'n werknemer wat in beheer staan van en/of toes'g hou oor 'n wassery;
- „plaaslike komitee” 'n komitee wat ooreenkomstig die konstitusie van die raad aangestel is;
- „masjienwerker” 'n werknemer wat verantwoordelik is vir 'n meganiese beskuiroommasjien, 'n wafel- en/of keëlmassjien, draadsnymassjien of 'n draaiende vormmassjien of 'n beskui-toedraaimassjien;
- „maandloon” die bedrag bereken teen vier en 'n derde maal 'n werknemer se weekloon;
- „motorvoertuig” 'n meganiese aangedrewe voertuig, uitgesonderd 'n afleweringswa, enige twee- of driewiel fiets met motoraandrywing, of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word vir die vervoer en aflevering van goedere, uitgesonderd die monsters van handelsreisigers of produkte vir verkoop aan kliente;
- „nagskof” 'n werkskof wat geheel en al of grotendeels tussen die ure 6 nm. en 6 vm., val en wat deur die werkgewer gespesifiseer is in die kennisgewing wat in klousule 4 (3) (c) bepaal word;
- „gewone werkure” die ure, uitgesonderd etenstye, tussen die begin- en sluitingstye van die bedryfsinrigtings, en sodanige tye word vasgestel soos daar in klousule 7 (3) van hierdie ooreenkoms bepaal word;
- „oondman” 'n werknemer wat verantwoordelik is vir enige soort meganiese oondstok- of handoond wat gebruik word om beskui te bak en wat onder die toesig en beheer van 'n voormanbeskui-bakker werk;
- „pakkieverpakker” 'n werknemer wat die produkte van die Nywerheid in blikke of ander houers verpak;
- „verpakker” 'n werknemer wat in die verpakkingsafdeling gebruik word vir die toedraai, verpakking, aanbring van room of weeg van beskui, wafels, keë's, matzos, of Kerspoedings;
- „monsterverpakker” 'n werknemer wat monsters vir handelsreisigers en/of vensteruitstallings verpak;
- „korttyd” die tyd wat werklik in 'n bedryfsinrigting gewerk word wanneer sodanige tyd korter is as die gewone werkure in daardie bedryfsinrigting;
- „hanteerder van personeelpakkette” 'n werknemer in die personeelwinkel of -pakketskamer wat artikels uit daardie winkel of kamer aan die personeel verkoop;
- „voorraadhulp” 'n werknemer wat verantwoordelik is vir voorraad en die distribusie van los beskui-tjies in die verpakkingsafdeling;
- „pakhuisman” 'n werknemer wat vir alle grondstowwe verantwoordelik is en wat voorraad aan die bakhuis uitreik;
- „telklerk” 'n werknemer wat toegeplakte blikke en/of houers van geriffelde karton nagaan;
- „blikmakeronderbaas” 'n werknemer in die blikmaak- of herstellafdeling, wat aan die hoof staan van werknemers wat vir of in verband met die maak of die herstel van blikke in diens geneem is en wat metaalstempels mag verander of masjiene mag opstel;
- „handelsreisiger” 'n manlike werknemer wat, as die reisende verteenwoordiger van 'n handelsinrigting, namens sodanige inrigting bestellings vra of werf van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir gebruik of verbruik deur sodanige handelaars of andere persone;
- „afleweringswabediende” 'n werknemer wat verantwoordelik is vir 'n afleweringswa, die skoonhou daarvan en vir die aflevering en verkoop van die produkte van 'n bedryfsinrigting aan kliente, vir die inhoud van die afleweringswa, vir kontant wat hy ten opsigte daarvan ontvang het en vir alle produkte en blikke wat kliente aan hom terugbesorg, en wat ook 'n afleweringswa mag bestuur;
- „afleweringswa” 'n voertuig wat deur diere getrek of deur 'n motor aangedryf word, uitgesonderd 'n twee- of driewiel fiets met motoraandrywing, wat gebruik word vir die aflevering

"watchman", "gatekeeper or night watchman" means an employee who guards and/or patrols property and/or premises;
 "week" means in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls.

4. WAGES.

(1) The minimum wages that shall be paid to the under-mentioned classes of employees shall be as follows:—

	Wage per Week. R c
Grade 1 Foreman biscuit baker.	32 00
Grade 2 Biscuit Baker. Foreman. Foreman Despatcher. Artisan.	28 00
Grade 3 Storeman. Tin-making chargehand.	23 50
Grade 4 Biscuit cutting and embossing machine operator. Vanman. Dough mixer (or doughman). Ovensman:— First year of employment Second year of employment Third year of employment Thereafter	21 50 13 85 15 90 18 50 21 50
Grade 4A: Brakesman:— First year of employment Second year of employment Third year of employment Thereafter	13 35 15 40 18 00 21 00
Grade 5 Foremistress.	20 00
Grade 6 Despatcher.	16 00
Grade 7 Assistant storeman. Chargehand packer. Driver. Chocolate enrobing machine operator.	15 00
Grade 8 Guillotine machine operator. Handyman. Die stamping press operator. Machine hand.	13 00
Grade 9 Assistant ovensman. Assistant brakesman. Laundry chargehand.	11 75
NOTE.—If and when a brakesman is absent from his work through illness or other cause, the assistant brakesman shall perform the work of the brakesman and shall be paid during the time that he is so employed, at the rate specified in Grade 4A for a brakesman in the first year of employment.	
Grade 10 Stock hand. Tally clerk. Laboratory attendant. Paper stall attendant. Staff parcels attendant. Employees engaged in tin-making or repairing of tins and containers not elsewhere specified:— First twelve months of employment Thereafter	10 50 8 75 10 50
Grade 11.— Packer, labeller, packet packer, sample packer:— Juvenile under 18 years of age (for a maximum of two years):	

"wag, hekweg of nagwag," 'n werknemer wat eiendom en/of persele bewaak en/of patroleer;
 "week" ten opsigte van enige werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val.

4. LONE.

(1) Die minimum lone wat betaal moet word aan ondergenoemde klasse werknemers, is soos volg:—

	Loon per week. R c
Graad 1 Voormansbeskuitbakker.	32 00
Graad 2 Beskuitbakker. Voorman. Voormanversender. Ambagsman.	28 00
Graad 3 Pakhuisman. Blikmakeronderbaas.	23 50
Graad 4 Bediener van 'n beskuituitsny- en embosseermasjien. Afleringswabediende. Deegmenger (of deegman). Oondman:— Eerste jaar diens Tweede jaar diens Derde jaar diens Daarna	21 50 13 85 15 90 18 50 21 50
Graad 4A: Deegroller:— Eerste jaar diens Tweede jaar diens Derde jaar diens Daarna	13 35 15 40 18 00 21 00
Graad 5 Voorvrou.	20 00
Graad 6 Versender.	16 00
Graad 7 Assistent-pakhuisman. Onderbaasverpakker. Drywer. Bediener van 'n sjokoladeomhulmasjien.	15 00
Graad 8 Valmesmasjienbediener. Faktotum. Bediener van 'n stempelpers. Masjienwerker.	13 00
Graad 9 Assistent-oondman. Assistent-deegroller. Wassery-onderbaas.	11 75
OPMERKING.—Indien en wanneer 'n deegroller van sy werk afwesig is weens siekte of 'n ander oorsaak moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldus werkzaam is, besoldig word teen die loon wat in Graad 4A vir die eerste jaar diens van 'n deegroller voorgeskryf word.	
Graad 10 Voorraadhelp. Telklerk. Laboratoriumwerker. Papierstalletjiewerker. Hanteerder van personeel pakkette. Werknemer wat blikke maak of blikke en houters herstel en wat nie elders vermeld word nie:— Eerste twaalf maande diens Daarna	10 50 8 75 10 50
Graad 11:— Verpakker, etiketteerder, pakkieverpakker, monster-verpakker:— Jeugdige jonger as 18 jaar (vir 'n maksimum van twee jaar):— Eerste twaalf maande diens Tweede twaalf maande diens Met dien verstande (i) dat 'n werknemer nadat	6 00 6 75

	Wage per Week.
	R c
Adult—18 years of age or over:—	
First twelve months of employment	7 50
Second twelve months of employment	8 50
Thereafter	9 50
Top rate	10 00
Ratio Provisions: 50 per cent of the total packing staff shall be paid at not less than the top rate, promotion to the top rate to be on the basis of longest service.	
	R c
Grade 12	9 25
Boiler attendant, watchman (night watchman, day watchman or gatekeeper).	
Factory Operative:	
First twelve months of employment	8 75
Thereafter	9 25
NOTE.—If employees on completing their period of learnership, are employed on work for which the wage is higher than R9.25 per week, the employee shall be paid not less than such higher wage.	
Grade 13	8 75
Labourers.	
Delivery Assistant.	
All other employees not provided for.	
A casual employee shall be paid in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage for a labourer; Provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.	
Clerical Employees:—	Monthly Wage.
Male:—	R c
First year of experience	40 00
Second year of experience	52 00
Third year of experience	64 00
Fourth year of experience	76 00
Fifth year of experience	88 00
Thereafter	100 00
Female:—	
First year of experience	37 00
Second year of experience	44 75
Third year of experience	52 50
Fourth year of experience	60 25
Thereafter	68 00
Travellers:—	
First year of employment	100 00
Second year of employment	110 00
Third year of employment	120 00
Fourth year of employment	130 00
Thereafter	140 00
NOTE.—The weekly wage of a monthly paid employee shall be his monthly wage divided by four and one-third.	

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

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

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a) not less than the daily wage calculated at the higher rate; and
- in the case referred to in paragraph (b) not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was receiving for his ordinary work;

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

(3) *Night-shift.*—(a) An employee who works on a night-shift shall be paid his ordinary wage plus twelve and a half per cent

	Loon per week.
	R c
Volwassene 18 jaar oud of ouer—	
Eerste twaalf maand diens	7 50
Tweede twaalf maande diens	8 50
Daarna	9 50
Maksimum loon	10 00
Getalsverhouding: 50 persent van die totale verpakkingspersoneel moet minstens die maksimum loon ontvang, en bevordering tot maksimum loon geskied op grond van die langste dienstermyn.	
Graad 12	9 25
Stoomketelbediener wag (nagwag dagwag of hek-wag).	
Fabriekswerker:—	
Eerste twaalf maande diens	8 75
Daarna	9 25
OPMERKING.—Indien 'n werknemer, na voltooiing van sy leertyd, gebruik word werk waarvoor die loon hoër is as R9.25 per week, moet minstens dié hoër loon aan die werknemer betaal word.	
Graad 13	8 75
Arbeiders.	
Afleweringssassistent.	
Alle ander werknemers vir wie daar nie voorsiening gemaak is nie.	
'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een-tyfde van die weekloon van 'n arbeider betaal word, met dien verstande dat waar daar nie van 'n los werknemer vereis word om vir 'n tydperk van meer as vier agtereenvolgende ure op 'n dag te werk nie, sy voorgeskrewe loon met 50 persent verminder mag word.	

	Maandloon. R c
Klerklike werknemers:—	
Mans:—	
Eerste jaar ondervinding	40 00
Tweede jaar ondervinding	52 00
Derde jaar ondervinding	64 00
Vierde jaar ondervinding	76 00
Vyfde jaar ondervinding	88 00
Daarna	100 00
Vrouens:—	
Eerste jaar ondervinding	37 00
Tweede jaar ondervinding	44 75
Derde jaar ondervinding	52 50
Vierde jaar ondervinding	60 25
Daarna	68 00
Handelsreisigers:—	
Eerste jaar diens	100 00
Tweede jaar diens	110 00
Derde jaar diens	120 00
Vierde jaar diens	130 00
Daarna	140 00

OPMERKING.—Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en een-deerde.

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

- of 'n hoër loon as dié van sy eie klas;
- of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet—

- in die geval genoem in paragraaf (a), aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat teen die hoër besoldiging bereken is; en
- in die geval genoem in paragraaf (b), aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat bereken is volgens 'n kerf op die stygende loonskaal wat onmiddellik bokant die loon is wat die werknemer vir sy gewone werk ontvang het;

met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse, soos bepaal in subklousule (1), op ouderdom, ondervinding, diens of geslag gebaseer is.

(3) *Nagskof.*—(a) 'n Werknemer wat 'n nagskof werk, moet sy gewone loon plus twaalf en 'n half persent van sy loon betaal word vir die tydperk van sodanige nagskof.

(b) 'n Werknemer wat 'n nagskof werk en van wie daar vereis

(4) The wages prescribed in sub-clause (1) shall be deemed to include cost of living allowance. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased to the extent that an employee would have been entitled to remuneration in excess of that prescribed in terms of sub-clause (1), his remuneration shall be increased accordingly.

(5) Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

5. SHORT TIME.

Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of sub-clause (6) (b) of clause 6 an employer may on account of slackness of work or the exigencies of trade, work his employees short-time and pay such employees instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour worked.

6. PAYMENT OF REMUNERATION.

(1) (a) Remuneration due to an employee shall be paid in cash weekly on the usual pay day of the establishment during the ordinary hours of work, or on termination of employment if this takes place before the ordinary pay day of the establishment; provided that where the employer and his employee agree, payment may be made by cash or cheque or paid into an employee's private commercial banking account; and provided further that where the employer and his employee agree, the remuneration may be paid monthly.

(b) Wages shall be contained in a closed envelope or container on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or pay sheet number;
- (c) the period in respect of which payment is made;
- (d) the number of hours worked;
- (e) the number of overtime hours worked;
- (f) the employee's wage;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No charge for damage done to material shall be made.

(4) An employer shall not require his employee to purchase any goods from him or from any establishment or person nominated by him. An employee who is allowed to purchase any goods from his employer shall not be charged for them more than the wholesale price of such goods.

(5) Save as provided in the Bantu (Urban Areas) Act, 1945, or the Bantu Labour Regulation Act, 1911, no employee shall be required as part of his or her contract of employment to board or lodge with the employer or at a place nominated by the employer.

(6) *Deductions.*—Save as provided in the Bantu (Urban Areas) Act, 1945 or the Bantu Labour Regulations Act, 1911, an employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration other than that he may make the following:—

- (a) Except where otherwise provided in this agreement, whenever an employee is absent from work, other than on the instruction or at the request of the 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.
- (b) Whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's wage divided by 44; provided that such employee shall receive not less than an amount equivalent to 45 per cent of his hourly rate for the period of such short-time.

- (i) The employer shall, prior to the day on and from which he is permitted to work short-time, due to slackness of work or the exigencies of trade, notify the employees concerned accordingly.
- (ii) The employer shall give one hour's notice in the case

(4) Die lone voorgeskryf in subklousule (1), word geag duurte-toeslag in te sluit. Indien die duurtetoeslag voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos gewysig, of enige wetgewing wat in die plek daarvan gestel word of wat dit vervang, in so 'n mate verhoog word dat 'n werknemer geregtig sou wees op 'n hoër besoldiging as dié voorgeskryf in subklousule (1), moet sy besoldiging dienoooreenkomstig verhoog word.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging wat op die datum waarop hierdie Ooreenkoms in werking tree, aan 'n werknemer betaal word, verminder nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat meer is as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is.

5. KORTTYD.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms en behoudens die bepalinge van subklousule (6) (b) van klousule 6, mag 'n werkgever weens 'n werkslapte of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf, aan sodanige werknemers 'n uurloon betaal vir elke uur of gedeelte van 'n uur gewerk.

6. BETALING VAN BESOLDIGING.

1. (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet weklíks gedurende die gewone werkure op die gewone -betaaldag van die bedryfsinrigting in kontant betaal word; so nie, moet dit by diensbeëindiging betaal word indien dit voor die gewone betaaldag van die bedryfsinrigting plaasvind; met dien verstande dat waar die werkgever en sy werknemer daarvoor ooreenkom, die besoldiging in kontant of per tjek betaal mag word of in 'n werknemer se private handelsbankrekening gestort mag word; en voorts met dien verstande dat waar die werkgever en sy werknemer daarvoor ooreenkom, die besoldiging maandelíks betaal mag word.

(b) Lone moet in 'n geslote koevert of houer geplaas word waarop die volgende aangetoon word, of wat vergesel gaan van 'n staat wat die volgende aantoon:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of betaalstaatsnommer;
- (c) die tydperk ten opsigte waarvan die loon betaal word;
- (d) die getal ure gewerk;
- (e) die getal ure oortyd gewerk;
- (f) die werknemer se loon;
- (g) besonderhede van alle bedrae wat afgetrek is;
- (h) die bedrag wat werklik aan die werknemer betaal word.

(2) Geen premie mag vir die opleiding van 'n werknemer deur die werkgever gevra of aangeneem word nie.

(3) Geen koste mag vir beskadiging van materiaal gevorder word nie.

(4) 'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n bedryfsinrigting of persoon wat hy aanwys, te koop nie. Daar mag nie van 'n werknemer wat toegelaat word om goedere van sy werkgever te koop, vereis word om meer daarvoor as die groothandelprijs van sodanige goedere te betaal nie.

(5) Behoudens die bepalinge van die Bantoe (Stadsgebiede) Wet, 1945, of die Bantoearbeid Regelingswet, 1911, mag daar nie van 'n werknemer vereis word om as deel van sy of haar dienskontrak etes of huisvesting van die werkgever of op 'n plek deur die werkgever aangewys, te ontvang nie.

(6) *Aftrekkings.*—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Wet, 1945, of die Bantoearbeid Regelingswet, 1911, mag 'n werkgever sy werknemer geen boetes ople en mag hy geen bedrag, uitgesonderd ondergenoemde aftrekkings, van sy werknemer se besoldiging aftrek nie:—

- (a) Behoudens andersluidende bepalinge in hierdie ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n aftrekking wat eweredig is aan die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het.
- (b) Wanneer die gewone werkure voorgeskryf in klousule 7, weens korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van 'n werknemer se loon gedeel deur 44; met dien verstande dat sodanige werknemer minstens 'n bedrag gelyk aan 45 per sent van sy uurloon moet ontvang vir die tydperk van sodanige korttyd.

- (i) Die werkgever moet voor die dag waarop en met ingang waarvan hy toegelaat word om korttyd te werk as gevolg van werkslapte of die vereistes van die handel, die betrokke werknemers dienoooreenkomstig in kennis stel.
- (ii) Die werkgever moet een uur vooraf kennis gee in die

(iii) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, an employer shall pay to all employees affected thereby, wages up to a maximum of two weeks, provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 12 of this Agreement.

(c) With the written consent of the employee deductions for holiday, insurance or pension funds, personal savings, tax assessments or sick benefit funds not provided for in this Agreement.

(d) Contributions to—

(i) the Council funds in terms of Clause 18 of this Agreement; and

(ii) the Sick Benefit Fund in terms of clause 10 of this Agreement.

(e) With the written consent of the employee, subscriptions to funds of the trade union as provided in terms of clause 22 of this Agreement.

(f) Any amount paid by an employer compelled or permitted by law, ordinance or legal process to make payment on behalf of an employee.

(g) A deduction of any cash advanced against wages due by an employer to his employee, provided that such deductions shall not exceed one-third of the total remuneration due to such employee.

(h) Whenever an employee agrees to accept from his employer board or lodging or both, a deduction not exceeding the amounts specified hereunder:—

Lodging only: 40 cents per week.

Board only: 85 cents per week.

Board and lodging: R1.25 per week.

7. HOURS OF WORK.

(1) (a) The ordinary hours of work of an employee, other than a watchman, traveller and a casual employee, shall not exceed 44 in any one week; provided that where the ordinary hours of work in an establishment at the date of commencement of this Agreement are less than 44 hours per week, such number shall be deemed to be the ordinary hours of work of that establishment.

(b) In the case of a watchman the ordinary hours of work shall not exceed 12 hours per day with a maximum of 72 hours per week which shall include a Sunday when required.

(c) In the case of a casual employee the ordinary hours of work shall not exceed eight and a half hours on any day.

If a watchman is required to work on seven days a week, he shall be paid double time for the seventh day whether it be a Sunday or any other day.

(2) A five-day week from Monday to Friday shall be observed in all establishments for all employees, other than travellers, watchmen, employees engaged on maintenance work and canteen employees who may be employed for six days per week, and no employees entitled to a five-day week shall be employed on a Saturday without the permission of the Council.

(3) Subject to the provisions of sub-clause (1), the employer shall fix the starting and closing times (including meal breaks) of work of his employees and shall keep posted up in a conspicuous place in his establishment a notice of such times; provided that the hours of work per day shall not exceed—

(a) in the case of employees who work a five-day week, nine and a quarter hours on any day;

(b) in the case of employees, other than a watchman, who work a six-day week, eight hours on any day unless the hours on any one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours.

(4) **Meal Breaks.**—An employer shall not require or permit an employee other than a watchman, traveller, vanman, driver or delivery assistant, to work for more than five hours continuously without an uninterrupted interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(a) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(b) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work.

(5) **Rest Intervals.**—Each employer shall grant to each of his employees, other than a watchman, traveller, vanman, driver or delivery assistant, a rest interval of not less than 10 minutes 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;

during which an employee shall not be required or permitted to

(iii) Wanneer die werk in die hele of 'n gedeelte van 'n bedryfsinrigting gestaak of onderbreek word, as gevolg van skade wat deur brand veroorsaak is, moet 'n werkgever alle werknemers wat daardeur geraak word, lone betaal vir 'n maksimum van twee weke; met dien verstande dat sodanige betaling enige betaling insluit ten opsigte van kennisgewing van diensbeëindiging wat ingevolge klousule 12 van hierdie Ooreenkoms verskuldig is.

(c) Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, versekerings- of pensioenfondse, persoonlike spaargelde, belastingaanslae of siektebystandsfondse.

(d) Bydraes tot—

(i) die fondse van die Raad ingevolge klousule 18 van hierdie Ooreenkoms; en

(ii) die siektebystandsfondse ingevolge klousule 10 van hierdie Ooreenkoms.

(e) Met die skriftelike toestemming van die werknemer, ledegeld vir die vakvereniging soos bepaal in klousule 22 van hierdie Ooreenkoms.

(f) Enige bedrag wat 'n werkgever ingevolge of kragtens enige wet, ordonnansie of regsgeeding namens sy werknemer moet betaal of toegelaat word om te betaal.

(g) 'n Aftrekking van enige kontant wat voorgeskiet is op die lone wat 'n werkgever aan sy werknemer verskuldig is; met dien verstande dat sodanige aftrekkings nie meer as 'n derde van die totale besoldiging wat aan so 'n werknemer verskuldig is, mag bedra nie.

(h) Wanneer 'n werknemer instem om van sy werkgever etes of huisvesting of albei aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

Slags huisvesting: 40 sent per week.

Slegs etes: 85 sent per week.

Etes en huisvesting: R1.25 per week.

7. WERKURE.

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n wag, handelsreisiger en 'n los werknemer, moet hoogstens 44 in een week wees; met dien verstande dat waar die gewone werkure in 'n bedryfsinrigting op die datum waarop hierdie Ooreenkoms van krag word, minder as 44 per week is, sodanige getal geag moet word die gewone werkure van daardie bedryfsinrigting te wees.

(b) In die geval van 'n wag moet die gewone werkure hoogstens 12 uur per dag wees met 'n maksimum van 72 per week, wat 'n Sondag moet insluit wanneer dit verlang word.

Indien daar van 'n wag verlang word om sewe dae per week te werk, moet hy dubbel vir die sewende dag betaal word, of dit 'n Sondag of enige ander dag is.

(c) In die geval van 'n los werknemer mag die gewone werkure nie agt en 'n half uur op enige dag te bowe gaan nie.

(2) Alle bedryfsinrigtings moet al hul werknemers, uitgesonderd handelsreisigers, wagt, werknemers wat instandhoudingswerk verrig en teekamerwerknemers, wat ses dae per week mag werk, vyf dae per week van Maandag tot Vrydag laat werk, en geen werknemers wat op 'n vyfdaagse week geregtig is mag sonder die toestemming van die Raad op Saterdag werk gegee word nie.

(3) Behoudens die bepalings van subklousule (1), moet die werkgever die begin- en ophoutyd (etenspouses ingesluit) van sy werknemers vasstel en 'n kennisgewing waarin sodanige tyd gemeld word, in sy bedryfsinrigting opgeplak hou; met dien verstande dat die werkure per dag hoogstens die volgende mag wees:—

(a) In die geval van werknemers wat vyf dae per week werk, nege en 'n kwart uur op enige dag; en

(b) in die geval van werknemers, uitgesonderd 'n wag, wat ses dae per week werk, agt uur op enige dag tensy die ure op 'n bepaalde dag nie meer as vyf is nie, en in so 'n geval mag die ure op enigiens van die ander dae nie meer as agt en 'n half uur wees nie.

(4) **Etenspouses.**—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n wag, handelsreisiger, aflewingswediende, drywer of aflewingsassistent, vereis of hom toelaat om vir meer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur waarin geen werk gedoen mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie; met dien verstande dat—

(a) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees;

(b) indien sodanige pouse langer as een uur is, enige tydperk wat langer as een en 'n kwart uur is, geag word gewone werkure te wees.

(5) **Ruspouses.**—Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n wag, handelsreisiger, aflewingswediende, drywer of aflewingsassistent, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

(b) die middel van elke tweede werktidperk op 'n dag.

(8) *Limitation of Overtime.*—No employer shall without the prior consent of the Council, permit an employee to work and no employee shall work overtime for more than 10 hours in any week, provided that no restriction imposed by this sub-clause shall apply to a watchman, traveller, or to any male employee while employed on work necessitated by a break-down of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary working hours.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime on more than three consecutive days in any week;
- (d) overtime for more than two hours on any day;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee;
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee not less than 15 cents in sufficient time to enable her to obtain and partake of a meal before overtime is due to commence.

(10) *Payment for Overtime.*—(a) An employee other than a traveller and a casual employee, who is required or allowed to work overtime, shall be paid for each hour or part of an hour so worked at a rate of one and one-third times his weekly wage divided by his ordinary hours of work; provided that in an establishment where the ordinary hours of work are less than 44, an employee who is required or permitted to work overtime, shall be paid for the hours worked between the ordinary hours and 44 hours per week, at a rate of one and one-quarter his weekly wage divided by his ordinary hours of work; and provided further, that if overtime on a daily basis differs from overtime on a weekly basis, the basis more favourable to the employee shall apply.

(b) If a casual employee is required or allowed to work for more than eight and a half hours on any day, he shall be paid for each hour or part of an hour so worked, at a rate of one and one-third times his hourly rate.

For the purpose of this paragraph 'hourly rate' means one-fifth of the weekly wage prescribed for a labourer, divided by eight and a half.

(11) The provisions of this clause shall not apply to any employee remunerated at the rate of R1,920 or more per annum.

8. SUNDAYS AND PUBLIC HOLIDAYS.

(1) Whenever an employee, other than a watchman or traveller, works on a Sunday, he shall be paid—

- (a) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week day; or
- (b) if he so works for a period exceeding four hours, at a rate not less than double his ordinary rate of wages, in respect of the total period worked on such Sunday, or not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or
- (c) at a rate of not less than one and one-third times his hourly rate in respect of the total period worked on such day and be granted within seven days of such Sunday, one day's holiday and be paid in respect thereof at his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) (a) Subject to the provisions of clauses 6 (6) and 9 (3), if an employee does not work on—

New Year's Day (1st January);
 Van Riebeeck Day (6th April);
 Good Friday;
 Easter Monday;
 Ascension Day;
 Republic Day (31st May);
 Family Day (second Monday in July);
 Settler's Day (first Monday in September);
 Kruger Day (10th October);
 Day of the Covenant (16th December);
 Christmas Day (25th December);
 Boxing Day (26th December);

or any public holiday, proclaimed as such in terms of the Public Holidays Act, No. 5 of 1952, his employer shall pay him for the week in which such day falls not less than his weekly wage, as prescribed in clause 4 (1): provided that—

(8) *Beperking op oortyd.*—Geen werkgewer mag, sonder dat hy vooraf toestemming van die Raad gekry het, 'n werknemer toelaat om in enige week langer as 10 uur oortyd te werk nie en geen werknemer mag aldus oortyd werk nie, met dien verstande dat geen beperking wat by hierdie subklousule opgelê word, op 'n wag of 'n handelsreisiger van toepassing is nie en ook nie op 'n manlike werknemer nie terwyl hy besig is met werk wat weens 'n onklaarraking van die installasie of masjinerie of weens 'n ander onvoorsiene noodgeval noodsaaklik is of met werk in verband met die nasien of herstel van die installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

(9) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

- (a) Tussen 6 nm. en 6 vm.;
- (b) na 1 nm. op meer as vyf dae in 'n week;
- (c) oortyd op meer as drie agtereenvolgende dae in enige week;
- (d) oortyd vir meer as twee uur op enige dag;
- (e) oortyd op meer as 60 dae in enige jaar;
- (f) oortyd, na voltooiing van haar gewone werkure, vir langer as 'n uur op enige dag, tensy hy—
 - (i) sodanige werknemer voor die middag daarvan in kennis gestel het;
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy oortyd moet begin werk; of
 - (iii) sodanige werkgewer minstens 15 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy oortyd moet begin werk.

(10) *Betaling van oortyd.*—(a) 'n Werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, van wie vereis word of wat toegelaat word om oortyd te werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en 'n derde maal sy weekloon gedeel deur sy gewone getal werkure; met dien verstande dat, in 'n bedryfsinrigting waar die gewone werkure minder as 44 is, 'n werknemer van wie vereis word of wat toegelaat word om oortyd te werk, vir die verskil tussen die getal gewone werkure en 44 uur per week betaal moet word teen een en 'n kwart maal sy weekloon gedeel deur sy gewone getal werkure; en voorts met dien verstande dat, as oortyd op 'n daaglikse grondslag verskil van oortyd op 'n weeklikse grondslag, die grondslag wat vir die werknemer die gunstigste is, toegepas moet word.

(b) As daar van 'n los werknemer vereis word of as hy toegelaat word om vir langer as agt en 'n half uur op enige dag te werk, moet hy vir elke uur of gedeelte van 'n uur aldus gewerk betaal word teen een en 'n derde maal sy uurloon.

Vir die toepassing van hierdie paragraaf beteken „uurloon” een-vyftede van die weekloon wat vir 'n arbeider voorgeskryf word, gedeel deur agt en 'n half.

(11) Die bepalinge van hierdie klousule is nie op 'n werknemer wat R1,920 of meer per jaar verdien, van toepassing nie.

8. SONDAE EN OPENBARE VAKANS'EDAE.

(1) Wanneer 'n werknemer, uitgesonderd 'n wag of handelsreisiger, op 'n Sondag werk, moet hy soos volg betaal word:—

- (a) As hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (b) as hy vir 'n tydperk van langer as vier uur aldus werk, minstens dubbel sy gewone loon betaalbaar ten opsigte van die totale tydperk op so 'n Sondag gewerk of minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die bedrag wat die grootste is; of
- (c) teen minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk op so 'n dag gewerk, en binne sewe dae vanaf so 'n Sondag moet een dag vakansie met betaling teen sy gewone loon asof hy op so 'n vakansiedag sy gewone werkure vir daardie dag van die week gewerk het, aan hom toegestaan word.

(2) (a) As 'n werknemer nie op—

Nuwejaarsdag (1 Januarie);
 Van Riebeeckdag (6 April);
 Goeie Vrydag;
 Paasmaandag;
 Hemelvaartdag;
 Republiekdag (31 Mei);
 Gesinsdag (tweede Maandag in Julie);
 Setlaarsdag (eerste Maandag in September);
 Krugerdag (10 Oktober);
 Geloftedag (16 Desember);
 Kersdag (25 Desember);
 Tweede Kersdag (26 Desember);

of op enige openbare vakansiedag wat kragtens die Wet op Openbare Feesdae, No. 5 van 1952, tot 'n openbare vakansiedag geproklameer is, werk nie, moet sy werkgewer, behoudens die bepalinge van klousule 6 (6) en 9 (3), hom vir die week waarin so 'n dag val, minstens sy weekloon betaal soos voorgeskryf in

(b) Whenever an employer requires or permits an employee to work on any public holiday, he shall, save as provided for in clause 9 (3) pay such employee for the week in which such day falls his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day.

9. ANNUAL LEAVE.

(1) (a) An employer shall grant to his employee in respect of each completed period of twelve months employment with him—

- (i) in the case of an employee who works a five-day week, 10 consecutive working days' leave;
- (ii) in the case of an employee, other than a watchman, who works a five and a half day week, 12 consecutive working days' leave; and
- (iii) in the case of a watchman who works seven days a week, 21 consecutive calendar days' leave, and in the case of a watchman who works six days a week, 12 consecutive working days' leave;

within four months from the date of completion of the year of employment to which it relates at the wage the employee was receiving immediately prior to the period of such leave.

(b) in the event of an employee being discharged or leaving the service of an employer, he shall receive that proportion of leave due up to the date of leaving or payment in lieu thereof, calculated on the basis of—

- (i) in the case of watchmen working 7 days a week, one fourth of the weekly wage; and
- (ii) in the case of all other employees, one-sixth of the weekly wage

the employee was receiving immediately prior to the date of termination of employment in respect of each completed month of employment.

(2) The period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is absent through illness in terms of clauses 10 or 11, or is undergoing military training.

(3) If any public holiday referred to in clause 8 (2) (a) falls within the period of such leave such holiday shall be added to the said period as a further period of paid leave, whether or not such holiday falls upon a Saturday.

(4) The employer shall pay to an employee to whom leave is granted under this clause, his wage in respect of the period of leave not later than the last working day before commencement of the said period.

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

- (a) on leave in terms of this clause;
- (b) undergoing military training in pursuance of the Defence Act, 1957; provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;
- (c) on the instruction or at the request of the employer;
- (d) due to an injury on duty;
- (e) owing to illness in terms of clauses 10 or 11, or by reason of the prohibition contained in section twenty-three of the Factories, Machinery and Building Work Act, 1941, amounting in the aggregate in any year to not more than 10 weeks; provided that—
 - (i) the provisions of paragraph (e) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such a certificate by the employer, to submit to the employer, a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of 30 days;
 - (ii) an employee whose employer is required in terms of any law to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(6) For the purpose of this clause employment shall be deemed to commence—

- (a) in the case of an employee who had, before the date on which the Agreement comes into operation, become entitled to leave in terms of any agreement or arbitration award, for the Industry which was binding in terms of the Act, or in terms of any law, from the date on which such employee so become entitled to leave; provided that if such leave has not been granted earlier, it should be granted

(b) Wanneer 'n werkgewer van sy werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet hy behoudens die bepalinge van klousule 9 (3), so 'n werknemer vir die week waarin sodanige dag val, sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op sodanige dag gewerk het.

9. JAARLIKSE VERLOF.

(1) (a) 'n Werkgewer moet ten opsigte van elke voltooide tydperk van twaalf maande diens by hom, aan sy werknemer—

- (i) 10 agtereenvolgende werkdade verlof in die geval van 'n werknemer wat vyf dae per week werk;
- (ii) 12 agtereenvolgende werkdade verlof in die geval van 'n werknemer, uitgesonderd 'n wag, wat vyf en 'n half dag in 'n week werk; en
- (iii) 21 agtereenvolgende kalenderdae verlof in die geval van 'n wag wat sewe dae in 'n week werk, en 12 agtereenvolgende dae verlof in die geval van 'n wag wat ses dae in 'n week werk;

verleen binne vier maande vanaf die datum waarop die jaar diens waarop die verlof betrekking het, voltooi is, en die werkgewer moet sodanige werknemer gedurende sy verloftyd betaal teen die loon wat die werknemer onmiddellik voor die tydperk van sodanige verlof ontvang het.

(b) Ingeval 'n werknemer ontslaan word of die diens van 'n werkgewer verlaat, moet aan hom daardie gedeelte van die verlof verleen word wat hom toekom tot op die datum van sy vertrek, of, so nie, moet hy betaling ontvang in plaas daarvan bereken op die grondslag van—

- (i) in die geval van wagte wat sewe dae in 'n week, een vierde van die weekloon; en
- (ii) in die geval van alle ander werknemers, een-sesde van die weekloon wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het ten opsigte van elke voltooide maande diens.

(2) Die verloftydperk mag nie saamval met enige tydperk van kennisgewing ten opsigte van diensbeëindiging, afwesigheid weens siekte, soos bepaal in klousule 10 of 11, of militêre opleiding nie.

(3) As enige openbare vakansiedag in klousule 8 (2) (a) genoem, binne die tydperk van sodanige verlof val, moet sodanige vakansiedag by genoemde tydperk getel word as 'n verdere tydperk van verlof met betaling, afgesien daarvan of sodanige vakansiedag op 'n Saterdag val al dan nie.

(4) Die werkgewer moet 'n werknemer aan wie verlof toegestaan word ooreenkomstig hierdie klousule, sy loon vir die verloftydperk voor of op die laaste werkdag voor die begin van genoemde tydperk betaal.

(5) By die toepassing van hierdie klousule word die uitdrukking „diens" geag enige tydperk of tydperke van hoogstens altesaam 10 weke in 'n jaar in te sluit waarin die werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957; met dien verstande dat 'n werknemer nie daarop geregtig is om op meer as vier maande van een bepaalde tydperk van sodanige opleiding aanspraak as 'n dienstydperk te maak nie;
- (c) op las of op versoek van die werkgewer;
- (d) as gevolg van 'n besering op diens;
- (e) as gevolg van siekte soos bepaal in klousule 10 of 11 of weens die verbod vervat in artikel drie-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941: Met dien verstande dat—

- (i) die bepalinge van paragraaf (e) nie ten opsigte van enige tydperk van afwesigheid weens siekte, wat langer as drie agtereenvolgende dae duur, van toepassing is nie as die werknemer, uitgesonderd 'n werknemer in subparagraaf (ii) genoem, versuim om, nadat die werkgewer hom daartoe versoek het, 'n doktersertifikaat voor te lê waarin verklaar word dat hy weens siekte verhoed was om sy werk te doen, en genoemde bepalinge ook nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige tydperk van 12 maande diens wat meer as 30 dae duur, van toepassing is nie.

- (ii) daar nie van 'n werknemer wie se werkgewer ingevolge enige wet voorsiening moet maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, vereis word om 'n doktersertifikaat ten opsigte van enige tydperk van afwesigheid genoem in subparagraaf (i) voor te lê nie.

(6) Vir die toepassing van hierdie klousule, word indiensneming geag soos volg te begin:—

- (a) In die geval van 'n werknemer wat voor die datum waarop die Ooreenkoms van krag word, op verlof geregtig geword het kragtens enige ooreenkoms of arbitrasietoekennening vir die beskuitnywerheid wat ingevolge die Wet of enige wet bindend was, vanaf die datum waarop sodanige werknemer aldus op verlof geregtig geword het; met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit

(2) For the purpose of the Fund each employer shall each week deduct from the wages of each of his employees, other than those in receipt of wages of R1,560 or more per annum—

- (a) in the case of employees whose prescribed wages are up to R8.50 per week, the sum of three cents (3 cents);
- (b) in the case of employees whose prescribed wages are over R8.50 per week but not more than R16 per week, the sum of four cents (4 cents);
- (c) in the case of employees whose prescribed wages are over R16 per week, the sum of six cents (6 cents).

To the total amount so deducted, the employer shall add a like amount and forward the total month by month and not later than the seventh day of each month, to the Secretary of the Fund, 702 Geneva House, Parliament Street, Cape Town, together with the following particulars:—

Full name of every employee for whom the deduction has been made.

Occupation.

Number of hours worked by each employee each week.

Total wages paid to each employee each week.

The necessary forms for this purpose will be supplied by the Secretary for the use of employers.

NOTE.—(i) For the purpose of this clause "wages" do not include overtime or extra payment for night shift.

(ii) When an employee is absent because of sickness as defined in this clause, he shall be paid by his employer 45 per cent of his wage during the first three weeks of sickness in any one year, whilst in the employment of the employer.

(3) The object of the Fund shall be to provide sick pay to employees to whom the Agreement applies, during periods of illness.

(4) The Fund shall be administered by the Council.

(5) All moneys received for the Fund shall be deposited into a special banking account and controlled by the Council or a committee of equal numbers of employers and employees.

(6) All payments out of the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Secretary or Accountant.

(7) An employee who has paid contributions to the Fund for six months preceding his or her illness shall be entitled to sick pay during the currency of this Agreement under the following scale:—

(a) For a period of 8 weeks—

- (i) in the case of employees whose prescribed wages are up to R8.50 per week: R3 per week;
- (ii) in the case of employees whose prescribed wages are over R8.50 per week but not more than R16 per week: R4 per week;
- (iii) in the case of employees whose prescribed wages are over R16 per week: R6 per week.

(b) For a further period of eight weeks—

- (i) in the case of employees whose prescribed wages are up to R8.50 per week: R2.25 per week;
- (ii) in the case of employees whose prescribed wages are over R8.50 per week but not more than R16 per week: R3 per week;
- (iii) in the case of employees whose prescribed wages are over R16 per week: R5 per week.

The amounts set out above shall be paid to employees for a period of 16 weeks in any one year, but no payment shall be made for less than two consecutive days' sickness, excluding Sundays, and after that period a doctor's certificate must be produced and forwarded to the Secretary of the Council, such certificate to set out the period of illness.

The Council may authorise the payment of amounts in excess of the above benefits in special cases approved by it.

NOTE.—(i) For the purpose of this clause "sickness" shall mean any illness, affliction, disease or injury which is not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, and shall include an accident, illness, disease or injury in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, but shall exclude an injury which is due to an employee driving a private motor car, or motorcycle, or riding a bicycle when off duty, or resulting from participating in any activity not connected with his employment.

Females who are to be confined and are not eligible for a confinement allowance under the Factories, Machinery and Building Work Act, 1941, and/or the Unemployment Insurance Act, 1946, shall be entitled to sick benefits under the Fund, as also females about to be confined who are required on medical

(2) Vir die doel van die Fonds moet elke werkgewer elke week van die loon van elkeen van sy werknemers, uitgesonderd dié wat 'n loon van R1,560 of meer per jaar ontvang, die volgende bedrae aftrek:—

- (a) In die geval van werknemers wie se voorgeskrewe loon R8.50 of minder per week is, die bedrag van drie sent (3 sent);
- (b) in die geval van werknemers wie se voorgeskrewe loon meer is as R8.50 per week maar hoogstens R16 per week, die bedrag van vier sent (4 sent);
- (c) in die geval van werknemers wie se voorgeskrewe loon meer is as R16 per week, die bedrag van ses sent (6 sent).

By die totale bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totaal maand na maand en wel voor of op die sewende dag van elke maand, aan die Sekretaris van die Fonds, Geneva-gebou 702, Parlementstraat, Kaapstad, stuur tesame met die volgende besonderhede:—

Volle naam van elke werknemer vir wie die bedrag afgetrek is.

Beroep.

Getal ure gewerk deur elke werknemer e'ke week.

Totale loon betaal aan elke werknemer elke week.

Die nodige vorms vir hierdie doel word deur die Sekretaris aan die werkgewers verskaf.

OPMERKING.—(i) By die toepassing van hierdie klousule, omvat „loon" nie oortydbesoldiging of ekstra betaling vir 'n nagskof nie.

(ii) Wanneer 'n werknemer afwesig is as gevolg van siekte soos omskryf in hierdie klousule, moet sy werkgewer hom 45 persent van sy loon gedurende die eerste drie weke van sy siekte in enige jaar betaal terwyl hy in diens van die werkgewer is.

(3) Die doel van hierdie fonds is om werknemers op wie die Ooreenkoms van toepassing is, te betaal terwyl hulle siek is.

(4) Die fonds word deur die Raad geadministreer.

(5) Alle gelde wat vir die fonds ontvang word, moet in 'n spesiale bankrekening gestort en beheer word deur die Raad of 'n komitee wat uit 'n gelyke getal werkgewers en werknemers bestaan.

(6) Alle uitbetalings uit die fonds moet geskied by wyse van 'n tjek wat op die fonds se rekening getrek is. Alle sodanige tjeks moet deur die Sekretaris of Rekenmeester geteken word.

(7) 'n Werknemer wat vir ses maande voor sy of haar siekte tot die fonds bygedra het, is gedurende die geldigheidsduur van hierdie Ooreenkoms op betaling gedurende sy of haar siekte geregtig en wel teen die volgende skaal:—

(a) Vir 'n tydperk van 8 weke—

- (i) in die geval van werknemers wie se voorgeskrewe loon R8.50 per week of minder is: R3 per week;
- (ii) in die geval van werknemers wie se voorgeskrewe loon meer is as R8.50 per week maar hoogstens R16 per week: R4 per week;
- (iii) in die geval van werknemers wie se voorgeskrewe loon meer is as R16 per week: R6 per week.

(b) Vir 'n verdere tydperk van agt weke—

- (i) in die geval van werknemers wie se voorgeskrewe loon R8.50 per week of minder is: R2.25 per week;
- (ii) in die geval van werknemers wie se voorgeskrewe loon meer is as R8.50 per week maar hoogstens R16 per week: R3 per week;
- (iii) in die geval van werknemers wie se voorgeskrewe loon meer is as R16 per week is: R5 per week.

Die bedrae hierbo gemeld, word aan werknemers betaal vir 'n tydperk van 16 weke in 'n bepaalde jaar, maar geen betaling geskied vir siekte wat korter as twee agtereenvolgende dae, Sondag uitgesluit, duur nie, en na daardie tydperk moet 'n dokter-sertifikaat voorgelê en gestuur word aan die Sekretaris van die Raad, en die duur van die siekte moet op sodanige sertifikaat gemeld word.

Die Raad mag in spesiale gevalle wat hy goedgekeur het, magtiging verleen vir die betaling van groter bedrae as die bystand hierbo genoem.

OPMERKING.—(i) Vir die doel van hierdie klousule beteken "siekte" enige siekte, aandoening, kwaal of besering wat nie aan wangedrag of die oormatige gebruik van sterk drank of verdovingsmiddels te wyte is nie en omvat dit 'n ongeluk, siekte of besering ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is maar dit omvat nie 'n besering wat daaraan te wyte is dat 'n werknemer 'n private motor of motorfiets bestuur of 'n fiets gery het toe hy nie op diens was nie of wat die gevolg is van deelname aan 'n bedrywigheid wat nie met sy diens in verband staan nie.

Verwagende vroue wat nie vir 'n bevallingstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en/of die Werkloosheidsversekeringswet, 1946, in aanmerking kan kom nie, is geregtig op siektebystand uit die fonds, en dit geld ook vrouens wat op die punt staan om 'n bevalling te hê en wat op mediese advies moet ophou werk voor die datum voorgeskryf in eers-

(9) An employee who is dismissed from his or her employment through shortage of work or any other reason deemed suitable in the opinion of the Council and not due to any fault of the employee, shall, if he becomes ill and subject to sub-clause (7) of this clause, be entitled to sick benefits during a period not exceeding 16 weeks from the time of his or her dismissal; provided that he or she does not within that period obtain employment outside the Industry. After 16 weeks an employee shall be deemed to be out of the Industry, and shall have no further claim on the sick fund, but if such employee obtains further employment in the Industry within 16 weeks, he or she shall be deemed to have been continuously employed in such industry.

(10) (a) All administrative expenses shall be a charge upon the fund.

(b) Funds surplus to the requirements of the fund for expenses shall be invested in—

- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

(11) A public accountant or public accountants, who will be appointed by the Council, shall audit the accounts of the fund annually, but not later than 31st January of each year.

The audited statement shall thereafter lie for inspection at the head office of the Council and a copy of such audited statement shall be sent to the Secretary of the Employers' Organisation, to the Secretary of the Trade Union and to the Industrial Registrar within three months of the close of the period covered thereby.

(12) The Council shall make rules and regulations for the proper administration of the fund. A copy of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(13) The Council shall be the body responsible for the administration of the fund and if this Agreement expires by the effluxion of time, the Council shall continue to administer the fund in the manner provided for in this Agreement and the rules until all funds are exhausted or until a new agreement is negotiated in which event any balance shall be transferred to any new fund created in terms thereof.

(14) (i) Whenever the Agreement has expired and—

- (a) the Council for any reason ceases to function; or
- (b) fails to negotiate a new agreement within the period of one year from the date of expiry of this Agreement; or
- (c) The Council is for any other reason unable or unwilling to continue the administration of the Fund;

the Fund shall be wound up by the firm of Cape Town Board of Executors in the manner provided for in an agreement entered into between the Council and the said Board of Executors annexed hereto and marked Annexure A.

(ii) In the event of the Council ceasing to function during any period during which this Agreement remains binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, the said Board of Executors shall administer the Fund in accordance with the provisions of the agreement and the rules of the Council until the agreement expires when the Fund shall be liquidated.

(iii) In the event of the said Board of Executors no longer existing or being unable or unwilling to act, the Registrar may appoint a management committee to carry out the duties of the said Board of Executors, and which committee shall consist of an equal number of employers and employees in the Industry. Any vacancy occurring on the committee may be filled by the Registrar from the employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon, the Registrar may appoint a trustee or trustees to carry out the duties of the committee.

(iv) (a) On liquidation of the Fund all debts to the Fund shall be collected and all claims due shall be paid.

(b) Subject to paragraph (a) any balance, after all administrative and other expenses have been paid, shall be paid to the Secretary of the National Union of Operative Biscuit Makers and Packers of South Africa, or if the Union no longer exists, to the South African Red Cross Society; Provided that if the balance exceeds R300, two-thirds thereof shall be disposed of as aforesaid and the

(9) 'n Werknemer wat uit sy of haar diens ontslaan word as gevolg van 'n tekort aan werk of om 'n ander rede wat na die mening van die Raad gegrond is, en nie as gevolg van 'n fout van die werknemer nie, is, as hy of sy siek word, behoudens die bepaling van subklousule (7) van hierdie klousule, op siektebystand geregtig vir 'n tydperk van hoogstens 16 weke vanaf die datum van sy of haar ontslag; met dien verstande dat hy of sy nie binne daardie tydperk werk buite die Beskuitnywerheid kry nie. Na 16 weke word 'n werknemer geag uit die Nywerheid te wees, en het hy of sy geen verdere eis teen die siektetonds nie, maar indien sodanige werknemer binne 16 weke weer werk in die Beskuitnywerheid kry, word hy of sy geag ononderbroke werksaam in die Nywerheid te gewees het.

(10) (a) Alle administrasiekoste word teen die fonds in rekening gebring.

(b) Wanneer die Siektebystandfonds oor meer geld beskik as wat nodig is vir die bestryding van onkoste, moet sodanige geld belê word in—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) poskantoorpaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;

of op enige ander manier wat die Registrateur goedkeur.

(11) 'n Openbare rekenmeester of openbare rekenmeesters wat deur die Raad aangestel moet word, moet die rekenings van die fonds jaarliks, maar voor of op 31 Januarie elke jaar, ouditeer.

Die geouditeerde staat moet daarna ter insae lê in die hoofkantoor van die Raad, en 'n afskrif van so 'n geouditeerde staat moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Sekretaris van die Werkgewersorganisasie, die Sekretaris van die Vakvereniging en die Nywerheidsregistrateur gestuur word.

(12) Die Raad moet reëls en regulasies vir die behoorlike administrasie van die fonds opstel. 'n Kopie van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(13) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die fonds, en as hierdie Ooreenkoms verval deur verloop van tyd, moet die Raad aanhou om die fonds op die wyse voorgeskryf in hierdie Ooreenkoms en in die reëls, te administreer totdat alle fondse uitgeput is of totdat 'n nuwe ooreenkoms aangegaan is. In laasgenoemde geval moet alle saldo's oorgedra word na die nuwe fonds wat ingevolge daarvan geskep is.

(14) (i) Wanneer hierdie Ooreenkoms verstryk het en die Raad—

- (a) om die een of ander rede ophou om te funksioneer; of
- (b) versuim om 'n nuwe ooreenkoms aan te gaan binne 'n tydperk van een jaar vanaf die verstrykingsdatum van hierdie Ooreenkoms; of
- (c) om 'n ander rede nie in staat is nie of onwillig is om die administrasie van die fonds voort te sit;

moet die fonds deur die firma Cape Town Board of Executors gelikwedeer word soos bepaal in die ooreenkoms wat tussen die Raad en genoemde eksekuteurskamer aangegaan is en wat as Aanhangsel A hierby aangeheg is.

(ii) Ingeval die Raad ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend bly ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoening, 1956, moet genoemde eksekuteurskamer die fonds ooreenkomstig die bepaling van die Ooreenkoms en die reëls van die Raad administreer totdat die Ooreenkoms verval, en die fonds moet dan gelikwedeer word.

(iii) Ingeval genoemde eksekuteurskamer nie meer bestaan nie of nie in staat is nie of onwillig is om op te tree, kan die Nywerheidsregistrateur 'n bestuurskomitee aanstel om die pligte van genoemde eksekuteurskamer uit te voer, en sodanige komitee moet bestaan uit 'n gelyke getal werkgewers en werknemers in die Nywerheid. Alle vakatures wat in die Komitee ontstaan, kan deur die Nywerheidsregistrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat die ledetal van die komitee uit eweveel verteenwoordigers en plaasvervangers van die werkgewers en die werknemers bestaan. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer, of ingeval die komitee voor 'n dooie punt te staan kom, mag die Nywerheidsregistrateur 'n trustee of trustees aanstel om die pligte van die komitee uit te voer.

(iv) (a) By die likwidasie van die fonds moet alle skulde aan die fonds ingevorder en alle gelde wat as gevolg van eise verskuldig is, betaal word.

(b) Behoudens die bepaling van paragraaf (a), moet enige saldo, nadat alle administrasie- en ander koste betaal is, aan die Sekretaris van die National Union of Operative Biscuit Makers and Packers of South Africa of, indien die vereniging nie meer bestaan nie, aan die Suid-Afrikaanse Rooikruisvereniging betaal word; met dien verstande dat as die saldo meer as R300 is, twee derdes daarvan bestee moet word soos vooreen gemeld en die oorblywende een derde aan die Suid-Afrikaanse Rooikruisvereniging betaal word.

(b) in the case of every other employee, not less than twelve work days,

sick leave in the aggregate during any twelve consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided—

- (i) that 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 of more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
 - (ii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
 - (iii) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (2) For the purpose of this clause the expression—
- (a) "employment" shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of Clause 9;
 - (ii) on the instruction or at the request of his employer;
 - (iii) on sick leave in terms of sub-clause (1), amounting in the aggregate in any year to not more than ten weeks;
 - (b) "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.

12. TERMINATION OF EMPLOYMENT.

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment shall give—

- (a) during the first week of employment not less than 24 hours' notice;
- (b) thereafter not less than seven calendar days' notice; to terminate the contract.

(2) Notwithstanding the provisions of sub-clause (1), an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (a) in the case of 24 hours' notice the equivalent of the daily wage which the employee is receiving at the date of such termination;
- (b) in the case of a week's notice, the equivalent of the weekly wage which the employee is receiving at the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee;

provided further, that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the date of such termination" shall be deemed to mean "would have received at the date of such termination if no such deductions had been made in respect of short-time".

(3) Where there is an agreement in terms of sub-paragraph (ii) of paragraph (b) of sub-clause (2), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(4) The period of notice prescribed in sub-clause (1) shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 9,

(b) in die geval van enige ander werknemer, nie minder as twaalf werkdade,

oor die geheel gedurende twaalf agtereenvolgende maande diens by hom, en moet so 'n werknemer ten opsigte van 'n tydperk van afwesigheid as gevolg hiervan, nie minder betaal as die loon wat hy sou ontvang het as hy gedurende so 'n tydperk sou gewerk het nie; met dien verstande dat—

- (i) 'n werknemer as 'n opskortende voorwaarde tot die uitbetaling van 'n bedrag wat ooreenkomstig hierdie klousule deur 'n werknemer ten opsigte van afwesigheid van sy werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae geëis word, 'n sertifikaat wat deur 'n mediese praktisyn onderteken is, wat die aard en duur van die werknemer se ongeskiktheid bevestig, van die werknemer kan vra;
- (ii) indien 'n werkgewer deur 'n wet verplig word om die gelde vir die hospitalisasie of doktersbehandeling van 'n werknemer te betaal, en hy sodanige gelde betaal, die bedrag so betaal, van die betaling ten opsigte van afwesigheid as gevolg van ongeskiktheid ooreenkomstig hierdie klousule, afgetrek kan word;
- (iii) indien 'n werkgewer ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, deur enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) Vir die doeleindes van hierdie klousule word die uitdrukking—

- (a) „diens” geag enige tydperk in te sluit waartydens 'n werknemer afwesig is—
 - (i) met verlof ooreenkomstig klousule 9;
 - (ii) in opdrag of op versoek van sy werkgewer;
 - (iii) met siekverlof ooreenkomstig subklousule (1), wat in die geheel op nie meer as tien weke in enige jaar neerkom nie;
- (b) „ongeskiktheid” beskou as die onvermoë om te werk as gevolg van enige siekte of besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat onvermoë om te werk, wat deur 'n ongeluk, waarvoor daar skadeloosstelling betaal moet word ooreenkomstig die Ongevallewet, 1941, slegs as ongeskiktheid geag word ten opsigte van 'n tydperk van onvermoë om te werk waarvoor daar geen ongeskiktheidsbetaling ingevolge daardie wet uitbetaal moet word nie.

12. DIENSBEÏNDIGING.

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, wat 'n dienskontrak wil beëindig, moet—

- (a) gedurende die eerste week diens minstens 24 uur; en
- (b) daarna minstens sewe kalenderdae; vooraf daarvan kennis gee.

(2) Ondanks die bepalinge van subklousule (1), mag 'n werkgewer of werknemer die kontrak sonder kennisgewing beëindig deur in plaas van so 'n kennisgewing minstens onderstaande aan die werknemer te betaal of aan die werkgewer te verbeur, na gelang van die geval—

- (a) in die geval van 24 uur kennis, 'n bedrag gelykstaande met die dagloon wat die werknemer ontvang op die datum van sodanige beëindiging;
- (b) in die geval van 'n week kennisgewing, 'n bedrag gelykstaande met die weekloon wat die werknemer ontvang op die datum van sodanige beëindiging;

met dien verstande dat dit nie die volgende raak nie:—

- (i) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing op te sê om enige rede wat regtens as genoegsaam beskou word;
- (ii) enige geskrewe ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstydperk van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf is;
- (iii) die werking van 'n verbeuring of boete wat by enige wet van toepassing kan wees ten opsigte van diensverlating deur 'n werknemer;

voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van beëindiging deur aftrekkings ten opsigte van korttyd verminder is, die uitdrukking „wat die werknemer ontvang op die datum van sodanige beëindiging” geag word die volgende te beteken: „wat die werknemer sou ontvang het op die datum van sodanige beëindiging indien geen aftrekkings vir korttyd gemaak is nie.”

(3) Waar daar 'n ooreenkoms ingevolge subparagraaf (ii) van paragraaf (b) van subklousule (2) is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstydperk waarvoor ooreengekom is.

(4) Die kennisgewingstydperk voorgeskryf in subklousule (1) mag nie saamval en kennis mag nie gegee word gedurende 'n werknemer se afwesigheid met verlof wat toegestaan is krachtens klousule 9 of met enige tydperk waartydens hy militêre onle-

the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this sub-clause any payment which may be due to an employee in terms of clause 9 of this Agreement, shall also be regarded as benefit in the process of accrual.

13. RESUMPTION OF EMPLOYMENT.

A packer or factory operative who has left his or her employment in the Industry shall, on re-employment in the same occupation, be paid at the same rate of wages as he or she was receiving when his or her employment terminated; provided that any such employee who is re-employed in the Industry after an absence of 12 to 24 consecutive months, shall be paid the wage applicable to one notch below the wage he or she was receiving on the termination of his or her employment and after an absence of more than 24 consecutive months, at two notches below such wage or the commencing wage prescribed for a packer or factory operative in the case of an employee entitled only to the commencing wage when he left the Industry.

14. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing—

- (1) the full name of the employer;
- (2) the full name of the employee;
- (3) the nature of employment (i.e. occupation in which employed);
- (4) the date of commencement of employment;
- (5) date of termination of employment;
- (6) rate of remuneration at the date of termination of employment;
- (7) date on which the certificate is issued.

A copy of each certificate shall be forwarded to the Secretary of the Council within 14 days.

15. TIME AND WAGES REGISTER.

Every employer shall keep in respect of all his employees, records of wages paid, time worked and payment made for overtime, in accordance with the regulations under Act No. 28 of 1956 and Act No. 22 of 1941.

16. EXEMPTIONS.

(1) The Council of its own accord, or on the recommendation of a local committee, may grant exemption from any of the provisions of this Agreement for any reason deemed by it as good and sufficient.

(2) The Council shall fix, in respect of any person or number of persons 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 employer or employee concerned, withdraw any exemption licence 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 or in the case of a general exemption the number of persons to whom the exemption applies;
- (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, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned; and
- (d) forward a copy of each licence to the Divisional Inspector of Labour in the area in which the factory is situated.

17. GENERAL.

(1) Seats with suitable back-rests shall be provided for female employees and permission shall be given to such employees to sit whenever possible.

(2) Boiling water shall be supplied to all employees requiring same at meal intervals.

(3) No individual female employee shall be required or allowed to lift weights above 30 (thirty) pounds.

18. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

opgeloop het vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak. By die toepassing van hierdie subklousule word enige betaling, wat ingevolge klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, gereken as bystand wat ooploop.

13. HERINDIENSNEMING.

'n Verpakker of fabriekswerker wat sy of haar diens in die Nywerheid verlaat het, moet by herindiensneming in dieselfde beroep dieselfde loon betaal word wat hy of sy ontvang het toe sy of haar diens beëindig is; met dien verstande dat enige sodanige werknemer wat na 'n afwesigheid van 12 tot 24 agtereenvolgende maande, weer in die Nywerheid in diens geneem word die loon betaal moet word wat van toepassing is op een kerf laer as die loon wat hy of sy ontvang het by sy of haar diensbeëindiging en na 'n afwesigheid van meer as 24 agtereenvolgende maande, op twee kerwe laer as sodanige loon, of die aanvangsloon wat voorgeskryf is vir 'n verpakker of fabriekswerker in die geval van 'n werknemer wat slegs geregtig was op die aanvangsloon toe hy die Nywerheid verlaat he'.

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgever by beëindiging van die dienskontrak van sodanige werknemer hom van 'n dienssertifikaat voorsien wat die volgende aandui:—

- (1) Die volle naam van die werkgever;
- (2) die volle naam van die werknemer;
- (3) aard van diens (d.w.s. die beroep waarin hy in diens was);
- (4) aanvangsdatum van diens;
- (5) datum van beëindiging van diens;
- (6) loonskaal ten tyde van diensbeëindiging;
- (7) datum waarop die sertifikaat uitgereik is.

'n Afskrif van elke sertifikaat moet binne 14 dae aan die Sekretaris van die Raad gestuur word.

15. TYD- EN LOONREGISTER.

Elke werkgever moet ten opsigte van al sy werknemers aantekening hou van lone betaal, tyd gewerk en betaling vir oortyd, ooreenkomstig die regulasies ingevolge Wet No. 28 van 1956 en Wet No. 22 van 1941.

16. VRYSTELLINGS.

(1) Die Raad kan uit eie beweging, of op aanbeveling van 'n plaaslike komitee vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms om enige rede wat hy geldig en voldoende ag.

(2) Die Raad moet ten opsigte van enige persoon of getal persone aan wie vrystelling ingevolge die bepalinge van subklousule (1) van hierdie klousule verleen is, die voorwaardes vaststel waarop sodanige vrystelling verleen word, en die tydperk waartydens sodanige vrystelling van krag is; met dien verstande dat die Raad, indien hy dit wenslik ag, na een week skriftelike kennisgewing aan die betrokke werkgever of werknemer, enige vrystellingsertifikaat kan onttrek of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is ooreenkomstig die bepalinge van subklousule (1) van hierdie klousule 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:—

- (a) Die volle naam van die betrokke persoon of, in die geval van 'n algemene vrystelling, die getal persone op wie die vrystelling van toepassing is;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat vasgestel is ooreenkomstig die bepalinge van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n afskrif van elke uitgereikte sertifikaat hou;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur; en
 - (d) 'n afskrif van elke sertifikaat stuur aan die Afdelingsinspekteur van Arbeid in die gebied waarin die fabriek geleë is.

17. ALGEMEEN.

(1) Sitplekke met geskikte rugleunings moet vir vroulike werknemers verskaf word, en sodanige werknemers moet toestemming verleen word om te sit wanneer dit moontlik is.

(2) Kookwater moet verskaf word aan alle werknemers wat dit tydens etenspouses verlang.

(3) Van geen individuele vroulike werknemer mag vereis word om gewigte op te tel van swaarder as 30 (dertig) pond nie en sy mag ook nie toegelaat word om dit te doen nie.

18. UITGAWES VAN DIE RAAD.

Die uitgawes van die Raad moet op die volgende wyse bestry word:—

19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

20. INTERPRETATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement, and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

21. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of the Agreement in both official languages.

22. TRADE UNION SUBSCRIPTIONS.

The subscriptions payable to the trade union shall be deducted by each employer weekly from the wages of each member of the trade union. The total amounts thus collected shall be paid over to the secretary of the local branch of the trade union.

23. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of employers and employees who are members of the employers' organisation and trade union respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

24. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

No employer shall employ any person under the age of 15 years.

Signed at Cape Town on behalf of the parties on this 17th day of August, 1966.

E. C. DUNNE,
Chairman of the Council.

A. CALMEYER,
Vice-Chairman of the Council.

P. H. COATES,
Secretary to the Council.

ANNEXURE A.

MEMORANDUM OF AN AGREEMENT

made and entered into by and between

The National Industrial Council for the Biscuit Manufacturing Industry of South Africa

of the one part, and the

Secretary for the time being of the Board of Executors, Cape Town,

acting herein for and on behalf of the said company in terms of a resolution of its Board of Directors at a meeting thereof held at Cape Town on the 27th day of November, 1947.

Whereas a certain employers' organisation, namely—

The Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

and a certain employees' organisation, namely—

The National Union of Operative Biscuit Makers and Packers of South Africa,

which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Sick Benefit Fund Agreement a copy of which is attached hereto:

And whereas in certain contingencies it may be necessary to have the Sick Benefit Fund administered or liquidated and provision is made for such contingencies in clause 10 (14) of the Sick Benefit Fund Agreement;

And whereas in clause 10 (14) of the said Sick Benefit Fund Agreement it is contemplated that the said company, acting by its Secretary for the time being, should act as Trustees in terms of the said Agreement and it is expedient that an agreement should be entered into between the parties thereto;

Now, therefore, it is hereby agreed and contracted as follows:—

1. The Secretary of the said Board of Executors, Cape Town and his successor or successors in office, is hereby appointed as Trustee for the purpose of—

(i) the administration of the fund if the Council ceases to function during any period during which the Agreement remains binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, in which event the Trustee shall administer the fund in

19. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan enige van hul werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan beslissing uitvaardig vir die leiding van werkgewers en werknemers solank hulle nie in stryd is met die bepalings hiervan nie.

(2) Enige geskil wat mag voortspruit uit die vertolking van enigeen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

21. VERTONING VAN OOREENKOMS.

Elke werkgever moet in sy bedryfsinrigting op 'n opvallende plek waartoe sy werknemers maklik toegang het, 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

22. LEDEGELD VAN VAKVERENIGING.

Die ledegeld wat aan die vakvereniging betaalbaar is, moet weekliks deur elke werkgever afgetrek word van die loon van elke lid van die vakvereniging. Die totale bedrae wat aldus ingevorder is, moet oorbetaal word aan die Sekretaris van die plaaslike tak van die vakvereniging.

23. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms en dit is die plig van werkgewers en werknemers wat lede is van onderskeidelik die werkgeversorganisasie en die vakvereniging, om dié agente toe te laat om sodanige navraag te doen en sodanige boeke en/of dokumente te ondersoek en om diegene te ondervra wat vir hierdie doel nodig mag wees.

24. PERSONE ONDER D'E LEEFTYD VAN VYFTIEN JAAR.

Geen werkgever mag enigiemand onder die leeftyd van 15 jaar in diens hê nie.

Op hede die 17de dag van Augustus 1966, namens die partye te Kaapstad onderteken.

E. C. DUNNE,
Voorsitter van die Raad.

A. CALMEYER,
Ondervoorsitter van die Raad.

P. H. COATES,
Sekretaris van die Raad.

AANHANGSEL A.

MEMORANDUM VAN 'N OOREENKOMS

gesluit en aangegaan deur en tussen die

National Industrial Council for the Biscuit Manufacturing Industry of South Africa,

aan die een kant, en die

diensdoende Sekretaris van die Board of Executors, Kaapstad, wat hierin vir en namens die genoemde maatskappy optree ingevolge 'n besluit van sy Direksie by 'n vergadering daarvan wat op die 27ste dag van November 1947 in Kaapstad gehou is.

Nademaal 'n sekere werkgeversorganisasie, naamlik—

die Employers' Organisation of the Biscuit Manufacturing Industry of South Africa,

en 'n sekere werknemersorganisasie, naamlik—

die National Union of Operative Biscuit Makers and Packers of South Africa

wat partye is by genoemde Nywerheidsraad en 'n sekere Siektebystandfondsooreenkoms aangegaan het waarvan 'n afskrif hierby aangeheg word;

En nademaal dit in sekere gevalle nodig mag wees om die Siektebystandfonds te laat administreer of likwiede en voorsiening vir sodanige gevalle in klousule 10 (14) van die Siektebystandfondsooreenkoms gemaak word;

En nademaal daar in klousule 10 (14) van genoemde Siektebystandfondsooreenkoms beoog word dat genoemde maatskappy, wat vir die huidige deur middel van sy Sekretaris optree, as Trustee moet optree ingevolge genoemde ooreenkoms en dit wenslik is dat 'n Ooreenkoms deur en tussen die partye hierby aangegaan word;

So is dit dat hierby soos volg ooreengekom en gekontrakteer word:—

1. Die Sekretaris van genoemde Board of Executors, Kaapstad, en sy opvolger of opvolgers in die amp, word hierby aangestel as Trustee met die doel om—

(i) die fonds te administreer as die Raad ophou om te funksioneer in enige tydperk waarin hierdie Ooreenkoms van krag bly ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoenig, 1956, in welke geval die Trustee die fonds moet administreer corneenkomstig die bepalings van die Ooreenkoms en die

3. The Trustee herein appointed for himself and his successor or successors in office hereby accepts the Trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Sick Benefit Fund Agreement as and when required in terms of the said Agreement.

4. Copies of the final liquidation account and/or administration account shall be furnished to the Secretary for Labour.

Signed at Cape Town on behalf of the National Industrial Council for the Biscuit Manufacturing Industry of South Africa on this 17th day of August, 1966.

E. C. DUNNE,
Chairman of the Council.

A. CALMEYER,
Vice-Chairman of the Council.

P. H. COATES,
Secretary of the Council.

Signed on behalf of the Board of Executors, Cape Town, by two of its Directors and by its Secretary, in terms of the resolution of Directors aforementioned, on the 23rd day of March, 1966.

R. P. GAIN,
Director of the Board of Executors.

J. D. ALLEN,
Director of the Board of Executors.

J. D. ALLEN,
Secretary of the Board of Executors.

No. R. 1660.] [21 October 1966.
**Factories, Machinery and Building
Work Act, 1941.**

BISCUIT MANUFACTURING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Biscuit Manufacturing Industry, published under Government Notice No. R. 1659 of the 21st October, 1966, 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,
Minister of Labour.

No. R. 1661.] [21 October 1966.
WAR MEASURES ACT, 1940.

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

BISCUIT MANUFACTURING INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Biscuit Manufacturing Industry, published under Government Notice No. R. 1659 of the 21st October, 1966.

M. VILJOEN,
Minister of Labour.

3. Die Trustee wat hierin aangestel is, aanvaar hiermee namens homself en sy opvolger of opvolgers in die amp die plig wat hom opgelê is en onderneem om die pligte wat hom opgelê is getrou en ywerig na te kom onderworpe aan en ooreenkomstig genoemde Siektebystandsfondsooreenkoms soos en wanneer verlang ingevolge genoemde ooreenkoms.

4. Kopieë van die finale likwidasierekening en/of administrasierekening moet aan die Sekretaris van Arbeid gestuur word.

Op hede die 17de dag van Augustus 1966, namens die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika in Kaapstad onderteken.

E. C. DUNNE,
Voorsitter van die Raad.

A. CALMEYER,
Ondervoorsitter van die Raad.

P. H. COATES,
Sekretaris van die Raad.

Op hede die 23ste dag van Maart 1966 namens die Board of Executors, Kaapstad, deur twee van sy Direkteure en sy Sekretaris ingevolge die besluit van voormelde direkteur onderteken.

R. P. GAIN,
Direkteur van Board of Executors.

J. D. ALLEN,
Direkteur van Board of Executors.

J. D. ALLEN,
Sekretaris van die Board of Executors.

No. R. 1660.] [21 Oktober 1966.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

BESKUITNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beskuitnywerheid, gepubliseer by Goewermentskennisgewing No. R. 1659 van 21 Oktober 1966, oor die algemeen vir werknemers wie se werkeure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 1661.] [21 Oktober 1966.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS- KOSTETOELAES GEPUBLISEER BY OORLOGS- MAATREËL No. 43 VAN 1942.

BESKUITNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Beskuitnywerheid wat by Goewermentskennisgewing No. R. 1659 van 21 Oktober 1966, gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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