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GOEWERMENTSKENNISGEWINGS.

GOVERNMENT NOTICES.

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

No. R. 374.]

[17 Maart 1967.

No. R. 374.]

[17 March 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

INDUSTRIAL CONCILIATION ACT, 1956.

BAK- EN BANKETNYWERHEID, PRETORIA.

BAKING AND CONFECTIONERY INDUSTRY,
PRETORIA.

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

I, MARAIS VILJOEN, Minister of Labour, hereby—

(a) kragtens artikel *ag-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en Banketnywerheid 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 werkgewers-organisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(a) in terms of section *forty-eight* (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 Baking and Confectionery 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 Agreement and upon the employers and employees who are members of the said organisation or union;

(b) kragtens artikel *ag-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (4) (e), 19, 21 en 22, 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 landdrosdistrik Pretoria (uitgesonderd die plaas Geelbeksvlei No. 345); en

(b) in terms of section *forty-eight* (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (4) (e), 19, 21 and 22, 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 Magisterial District of Pretoria (excluding the farm Geelbeksvlei No. 345); and

(c) kragtens artikel *ag-en-veertig* (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (4) (e), 19, 21 en 22, 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 landdrosdistrik Pretoria (uitgesonderd die plaas Geelbeksvlei No. 345) *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

(c) in terms of section *forty-eight* (3) (a) of the said Act, declare that in the Magisterial District of Pretoria (excluding the farm Geelbeksvlei No. 345) 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 Agreement, excluding those contained in clauses 1 (a), 2, 6 (4) (e), 19, 21 and 22, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister van Arbeid.

M. VILJOEN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BAK- EN
BANKETNYWERHEID (PRETORIA).

OOREENKOMS

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

Pretoria Master Bakers' Association

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

Pretoria Baknywerheidsvereniging

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

wat die partye is by die Nywerheidsraad vir die Bak- en Banketnywerheid (Pretoria).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie ooreenkoms moet in die landdrosdistrik Pretoria (uitgesonderd die plaas Geelbekslei No. 345) nagekom word deur alle lede van die werkgewersorganisasie wat in die Bak- en Banketnywerheid is en deur alle lede van die vakvereniging wat in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a), is die bepalings van hierdie ooreenkoms—

(i) slegs van toepassing op werknemers vir wie lone in hierdie ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;

(ii) op vakleerlinge van toepassing vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragens aangegaan is of met 'n voorwaarde wat daarkragens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag bepaal, en bly van krag vir twee jaar of vir dié tydperk wat hy mag vasstel.

3. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "vakleerling" 'n werknemer wat 'n geskrewe leerlingkontrak uitdien wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is;

"bakker en/of banketbakker" 'n werknemer, uitgesonderd 'n graad I-assistent of 'n graad II-assistent, wat minstens 4 jaar by die Bak- en Banketnywerheid kragtens 'n geskrewe leerlingkontrak of 5 jaar sonder 'n geskrewe leerlingkontrak werksaam was, en brood en/of banket bak;

"bakwerk" die aanmaak of meng en/of verwerking van deeg met die hand of deur middel van 'n masjien en/of die aanmaak of bak van deeg of brood;

"Bak- en/of Banketnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om brood en/of banket vir verkoop te maak of te vervaardig en omvat die verspreiding van brood of banket of van beide deur sodanige werkgewers en/of werknemers, en omvat voorts alle werksaamhede wat gepaard gaan met, of voortspruit uit enige van bogenoemde werksaamhede;

"bakkerswinkel" 'n winkel wat vas is aan en/of deel uitmaak van die gebou en/of perseel van die bakkerij;

"brood" sonder om die gewone betekenis daarvan te beperk, ook rolle, spesiale brood, bolle, korentebrood en bolbrood;

"los werknemer" 'n werknemer wat hoogstens 3 dae in 'n bepaalde week by dieselfde werkgewer in diens is;

"toevallige bestelling" 'n bestelling wat 'n klant direk by 'n bedryfsinrigting plaas en wat by sodanige bedryfsinrigting as 'n volledige eenheid geafakteur en daarvandaan afgelewer word;

"banket" sonder om die gewone betekenis daarvan te beperk, ook koek, tert, beskuitjies, pasteie, botterbroodjies, bolle en klein suurdeeggebak, uitgesonderd brood;

"Raad" die Nywerheidsraad vir die Bak- en Banketnywerheid (Pretoria), geregistreer ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;

"dag" die tydperk van 24 uur bereken vandat die werknemer begin werk;

"afleweringsbediende" 'n werknemer, uitgesonderd 'n bestelwagman se assistent, wat te voet of per fiets of met 'n stootkarretjie of 'n kruitwa of enige handvoertuig toevallige bestellings vanuit die bakkerijperseel aflewer en kontant vir sodanige aflewerings insamel en verantwoordelik is vir kontant, koepons en goedere ontvang;

"versendingsklerk" 'n werknemer wat in algemene beheer is van voorrade klaar produkte en wat verantwoordelik is vir die ontvangs, opberging, uitreiking, nagaan, bymekaarmaak en verpakking van brood en/of banket;

"deeg" 'n produk wat verkry word deur een of meer van die bestanddele wat in die produksie van brood en/of banket gebruik word, met die hand en/of masjiene te meng;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND
CONFECTIONERY INDUSTRY (PRETORIA).

AGREEMENT

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

Pretoria Master Bakers' Association

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

Pretoria Baknywerheidsvereniging

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

being the parties to the Industrial Council for the Baking and Confectionery Industry (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this agreement shall be observed in the Magisterial District of Pretoria (excluding the farm Geelbekslei No. 345), by all members of the employers' organisation who are engaged in the Baking and Confectionery Industry and by all members of the trade union who are employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

(i) only apply to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

(ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for two years or such period as may be determined by him.

3. DEFINITIONS.

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

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

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1944, as amended;

"baker and/or confectioner" means an employee other than a grade I assistant or a grade II assistant, who has been employed in the Baking and Confectionery Industry, for not less than four years, under a written contract of apprenticeship, or five years without a written contract of apprenticeship, is employed in baking bread and/or confectionery;

"baking" means the making or mixing and/or processing of dough by hand or machine and/or the making or baking of dough or bread;

"Baking and Confectionery Industry" means the Industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale, and includes the distribution by such employers and/or employees of bread or confectionery or both and further includes all operations incidental to or consequent on any of the aforesaid activities;

"baker's shop" means a shop attached to and/or forming part of the building and/or premises of the bakery;

"bread" without limiting its ordinary meaning, includes rolls, special bread, buns, currant bread and bun-loaves;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week.

"casual order" means an order placed directly with an establishment by a customer and invoiced at and delivered from such establishment as a complete unit;

"confectionery" without limiting its ordinary meaning, includes cakes, pastries, biscuits, pies, scones, buns and yeast-raised small goods, other than bread;

"Council" means the Industrial Council for the Baking and Confectionery Industry (Pretoria), registered in terms of the Industrial Conciliation Act, 1956, as amended;

"day" means the period of 24 hours calculated from the time the employee commences work;

"delivery employee" means an employee, other than a van assistant, who on foot or cycle or with a hand-cart or a wheelbarrow or any manually propelled vehicle, delivers casual orders from the Bakery premises and collects cash for such deliveries and is responsible for cash, coupons and goods received;

"despatch clerk" means an employee who is in general charge of stores of finished products and who is responsible for receiving, storing, issuing, checking, assembling and packing of bread and/or confectionery;

"dough" means the product of the admixture by hand and/or machines of one or more of any of the ingredients used in the production of bread and/or confectionery;

"drywer" 'n werknemer, uitgesonderd 'n verkoopsman of 'n bestelwabediener, wat 'n bestelwa dryf—

- (a) vergesel van en onder toesig van 'n verkoopsman; en/of
- (b) nie vergesel van 'n verkoopsman of 'n bestelwaman, om leë draborde en/of ander houers in te samel; en/of
- (c) om brood en/of banket af te lewer ter uitvoering van toevallige bestellings wat vantevore geplaas en vóór aflewering by die bakkerij gefaktureer is; met dien verstande dat in die geval van brood moet sulke aflewering beperk word tot hoogstens 10 kliente op 'n bepaalde dag; en/of
- (d) met die aflewering van brood en/of banket van die bakkerij af na sy werkgever se geregistreerde winkel of depot;

"bedryfsinrigting" 'n perseel in verband waarmee een of meer werknemers in die Bak- en Banketnywerheid werk, en ook 'n bakkerswinkel;

"ondervinding" die totale diens tydperk of -tydperke wat 'n werknemer gehad het in die bak en/of maak van banket of die aflewering daarvan, ten opsigte waarvan hy bewyse ter bevrediging van die Raad voorlê;

"voorman" 'n bakker of banketbakker wat aan die hoof staan van 'n skof wat bak en/of banket maak;

"graad I-assistent" 'n werknemer, uitgesonderd 'n bakker en/of banketbakker, vakleerling of leerling, wat onder toesig van 'n voorman, 'n bakker en/of banketbakker, een of meer van die volgende pligte verrig:—

- (a) Bestanddele meng vir die maak van brooddeeg en/of banketmengsels;
- (b) deeg met die hand terugsky of terugvou;
- (c) deeg met die hand en/of masjien weeg, vorm, vleg of fatsoeneer;
- (d) die temperatuur van oonde vir die bak van brood en/of banket reguleer;
- (e) banketgebak versier, vul en afrond, maar van hom word nie vereis en word hy nie toegelaat om verjaarsdag-, doop- of troukoeke te versier nie;
- (f) 'n bakker en/of banketbakker oor die algemeen bystaan;

"graad II-assistent" 'n werknemer, uitgesonderd 'n leerling, vakleerling, graad I-assistent of 'n ongeskoolde arbeider, wat onder die toesig van 'n voorman, bakker en/of banketbakker of 'n graad I-assistent, algemeen help met die produksie van brood en/of banket, maar van hom word nie vereis en word hy nie toegelaat om die volgende take te verrig nie:—

- (a) Bestanddele meng om brooddeeg en/of banketmengsels te maak;
- (b) sierkoeke, trou-, verjaarsdag of doopkoeke versier;

"uurloon" die weekloon wat aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure gedeel deur die getal gewone werkure voorgeskryf in klousule 8;

"leerling" 'n werknemer wat onder die toesig van 'n voorman en/of bakker en/of banketbakker opleiding by dieselfde werkgever vir 'n tydperk van 5 jaar ondergaan om as bakker en/of banketbakker te kwalifiseer; maar indien 'n leerling se opleidings tydperk onderbreek word deur die insolvensie, likwidasië, afsterwe of ander sodanige omstandighede van die werkgever, mag die leerling met die goedkeuring van die Raad by 'n ander werkgever diens aanvaar om sy leerlingenskap te voltooi;

"oortyd" alle tyd wat daar meer gewerk word as die werkure voorgeskryf in subklousule (1) (b) van klousule 8;

"verkoper" 'n werknemer wat in bevel is van 'n bestelwa op 'n rondte en verantwoordelik is vir die brood en/of banket op dié rondte en vir die kontant en koepons wat hy ontvang, en wat 'n bestelwa mag dryf en bestellings vra;

"skof" 2 of meer persone, uitgesonderd ongeskoolde arbeiders, wat vir 'n tydperk van minstens 2 agtereenvolgende ure in enige deel van die bedryfsinrigting werk;

"korttyd" 'n tydelike vermindering in die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene omstandighede;

"voorraadman" 'n werknemer wat verantwoordelik is vir, of die materiale of artikels ontvang en/of uitreik wat in 'n bedryfsinrigting vir bakwerk, soos hierin omskryf, en/of vir die maak van banket, gebruik word;

"ongeskoolde arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik besig is met een of meer van die volgende of soortgelyke werksaamhede:—

- (a) Materiaal, gerei of meel dra of opmekaarstapel;
- (b) werkinkels, persele, voertuie of diere skoonmaak;
- (c) draborde, panne, kiste, blikke, masjiene, gerei, vlam-pype, skoorstene of roetkaste smeer of vir gebruik voorberei, was of skoonmaak;
- (d) brandstof na oonde dra of dit daarin voer of as verwyder;
- (e) voltooide produkte in rakke, dose of voertuie laai of daaruit aflaai;
- (f) neut, vrugte en/of eiers skoonmaak, sorteer, kraak, maal of ontpit;
- (g) brood en/of banket toedraai, afsonderlike artikels dra en/of hulle in draborde of ander houers verpak;

"driver" means an employee, other than a salesman or a van-man, who drives a van—

- (a) in the company of and under the supervision of a salesman; and/or
- (b) unaccompanied by a salesman or vanman, for the purposes of collecting empty trays and/or other containers; and/or
- (c) for the purpose of delivering bread and/or confectionery in execution of casual orders previously placed with and invoiced at the bakery prior to delivery; provided that in the case of bread, such deliveries shall be restricted to not more than ten customers on any one day; and/or

(d) in the delivery of bread and/or confectionery from the bakery to this employer's registered shop or depot;

"establishment" means any premises, in connection with which one or more employees are engaged in the Baking and Confectionery Industry and shall include a baker's shop;

"experience" means the total period or periods during which an employee has been employed in baking and/or in the making of confectionery or delivery thereof, in respect of which he furnishes proof to the satisfaction of the Council;

"foreman" means a baker or confectioner who is in charge of any shift employed in baking and/or the making of confectionery;

"grade I assistant" means an employee other than a baker and/or confectioner, apprentice or learner, who under the supervision of a foreman, a baker and/or confectioner is employed in one or more of the following duties:—

- (a) Mixing ingredients to make bread doughs and/or confectionery mixings.
- (b) Cutting or knocking back dough by hand.
- (c) Scaling, moulding, plaiting or shaping dough by hand and/or machine.
- (d) Regulating temperatures of ovens for the baking of bread and/or confectionery.
- (e) Icing, filling and finishing confectionery except that he shall not be required or permitted to decorate birthday, christening or wedding cakes.

(f) Generally assisting a baker and/or confectioner;

"grade II assistant" means an employee other than a learner, apprentice, grade I assistant or an unskilled labourer, who under the supervision of a foreman, baker and/or confectioner or a grade I assistant generally assists in the production of bread and/or confectionery, except that he shall not be required or permitted to carry out the following duties:—

- (a) Mixing ingredients to make bread doughs and/or confectionery mixings;
- (b) decorating gateaux, wedding, birthday or christening cakes;

"hourly wage" means the weekly wage payable to an employee in respect of the ordinary hours of work divided by the number of ordinary working hours prescribed in clause 8;

"learner" means an employee who under the supervision of a foreman, and/or baker and/or confectioner, undergoes training for a period of five years, with the same employer to qualify as a baker and/or confectioner, except where a learner's training period is interrupted through the insolvency, liquidation, decease, or other such circumstances of the employer. The learner may with the consent of the Council transfer to employment with another employer, in order to complete his learnership;

"overtime" means any time worked in excess of the hours of work prescribed in sub-clause (1) (b) of clause 8;

"salesman" means an employee in charge of a van on a round and who is responsible for the bread and/or confectionery on such round and for the cash and coupons received, and who may drive a van and canvass orders;

"shift" means two or more persons, other than unskilled labourers, working for a period of not less than two consecutive hours in any part of the establishment;

"short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or other unforeseen circumstances;

"storeman" means an employee who takes charge of, receives and/or issues the materials or articles used in an establishment in baking, as herein defined, and/or for making confectionery;

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

- (a) Carrying or stacking materials, utensils, or flour;
- (b) cleaning workshops, premises, vehicles or animals;
- (c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke stacks or soot boxes;
- (d) carrying or feeding fuel to furnaces or removing ashes;
- (e) loading or unloading finished products in racks, boxes or vehicles;
- (f) cleaning, sorting, cracking, grinding or stoning nuts, fruit and/or eggs;

- (h) blikke en/of stukke deeg van etikette voorsien;
 (i) vleis met die hand en/of vleismeule opсны;
 (j) mure of bouwerk afwit;
 (k) tee, koffie of dergelike drank maak;
 (l) hout- of kartonhouers inmeekaarsit;
 (m) beskermende klere herstel, was en stryk;
 (n) meganiese oonde laai en ontlai;

"bestelwa" 'n dierevoertuig of meganiese aangedrewe voertuig wat gebruik word vir die aflewering van brood en/of banket;

"bestelwaman se assistent" 'n werknemer wat vanuit 'n bestelwa werk en wat onder die direkte toesig is van 'n verkoper, bestelwaman of drywer wat hy vergesel of algemeen help, en wat 'n fiets of ander handvoertuig in die loop van sy werksaamhede mag gebruik, met inbegrip van die op- en aflaai van voltooide gebak;

"bestelwaman" 'n werknemer wat in beheer is van 'n bestelwa op 'n rondte maar wat uitsluitlik of hoofsaaklik besig is met die aflewering van brood en/of banket aan persone en/of inrigtings wat nie te doen het met die herverkoop van sodanige produkte nie, en wat verantwoordelik gehou word vir kontant, brood en/of banket en koepons wat hy ontvang en wat 'n bestelwa mag dryf;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak.

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

4. LONE.

(1) (a) Behoudens die bepalinge van subklousules (2), (5) en (6) van hierdie klousule en klousule 5 van hierdie Ooreenkoms moet die volgende minimum lone wat die lewenskostetoelae, soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, insluit, aan ondergenoemde klasse werknemers betaal word, en geen werknemer mag minder as hierdie lone aanneem nie:—

	Per week.
	R c
Voormanbakker	35 00
Voormanbanketbakker	35 00
Bakker	30 00
Banketbakker	30 00
Graad I-assistent—	
Iste jaar ondervinding	10 50
Daarna	11 00
Graad II-assistent—	
Iste jaar ondervinding	8 00
Daarna	8 50
Leerling—	
Eerste leerjaar	20 00
Tweede leerjaar	20 00
Derde leerjaar	25 00
Vierde leerjaar	25 00
Vyfte leerjaar	30 00
Ongeskoolde arbeider, man	7 50
Ongeskoolde arbeider, vrou	6 00
Verkoper, voorraadman of versendingsklerk—	
Eerste jaar ondervinding	18 00
Daarna	22 00
Afleweringbediende	7 50
Drywer	10 50
Bestelwaman	15 00
Bestelwaman se assistent—	
Eerste ses maande ondervinding	7 50
Daarna	8 00
Wag	8 50

(b) 'n Los werknemer moet vir elke dag of gedeelte van 'n dag gewerk, minstens een sesde van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, betaal word.

(2) 'n Werknemer wat op enige bepaalde dag twee of meer klasse werk moet verrig waarvoor verskillende minimum lone voorgeskryf word, moet vir al die tyd op daardie dag gewerk, teen die hoogste van die verskillende minimum lone besoldig word.

(3) Geen graad I-assistent of leerling of vakleerling mag in beheer van 'n skof wees nie.

(4) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak etes of huisvesting van die werkgever of op 'n plek deur hom aangewys, aan te neem nie, of om enige goedere van die werkgever te koop nie. Geen bedrae mag van die loon van enige werknemer vir etes en/of huisvesting afgetrek word nie.

(5) Al die lone wat in hierdie Ooreenkoms voorgeskryf word, is minimum lone en belet nie die betaling van die hoër lone nie.

(6) Niks in hierdie Ooreenkoms het die uitwerking dat dit die besoldiging wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

- (g) wrapping bread and/or confectionery, carrying individual articles and/or packing them into trays or other containers;
 (h) labelling tins and/or dough pieces;
 (i) cutting up meat by hand and/or mincing machine;
 (j) lime-washing walls or structures;
 (k) making tea, coffee or similar beverages;
 (l) assembling wooden or cardboard containers;
 (m) repairing, washing and ironing protective clothing;
 (n) loading and unloading mechanical ovens;

"van" means an animal-drawn or mechanically-propelled vehicle used for the delivery of bread and/or confectionery;

"van assistant" means an employee operating from a van and who accompanies and generally assists and who is under the direct control of a salesman, vanman or driver and who may use a bicycle or other manually propelled vehicle in the course of his duties, including the loading and unloading of finished bakery products;

"vanman" means an employee who is in charge of a delivery van on a round but who is wholly or mainly engaged in the delivery of bread and/or confectionery to persons and/or institutions not engaged in resale of such products, and who is responsible for cash, bread and/or confectionery and coupons received by him and who may drive a van;

"watchman" means an employee engaged in guarding premises, buildings, gates, vehicles or other property.

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

4. WAGES.

(1) (a) Subject to the provisions of sub-clauses (2), (5) and (6) of this clause and clause 5 of this Agreement, the following minimum wages which include cost of living allowance as prescribed in War Measure No. 43 of 1942, as amended, shall be paid to the undermentioned classes of employees, and no employees shall accept less than these wages:—

	Per Week.
	R c
Foreman baker	35 00
Foreman confectioner	35 00
Baker	30 00
Confectioner	30 00
Grade I assistant:—	
First year of experience	10 50
Thereafter	11 00
Grade II Assistant:—	
First year of experience	8 00
Thereafter	8 50
Learner:—	
First year of learnership	20 00
Second year of learnership	20 00
Third year of learnership	25 00
Fourth year of learnership	25 00
Fifth year of learnership	30 00
Unskilled labourer—Male	7 50
Unskilled labourer—Female	6 00
Salesman, storeman or despatch clerk:—	
First year of experience	18 00
Thereafter	22 00
Delivery employee	7 50
Driver	10 50
Vanman	15 00
Van assistant for:—	
First six months of employment	7 50
Thereafter	8 00
Watchman	8 50

(b) A casual employee shall be paid in respect of every day or part of a day's employment not less than one-sixth of the weekly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do.

(2) An employee who, in any one day is required or allowed to perform two or more classes of work for which different minimum wages are prescribed, shall be paid for the whole time worked on that day at the higher of such different minimum wages.

(3) No grade I assistant or learner or apprentice shall be in control of a shift.

(4) No employee shall be required as part of his contract of service to board or lodge with the employer or at any place nominated by the employer or to purchase any goods from the employer. No deductions may be made from the wages of any employee for board and/or lodging.

(5) In this Agreement all wages prescribed are minimum wages and do not prevent the payment of higher wages.

(6) Nothing in this Agreement shall operate to reduced the wages which were being paid to any employee prior to the date of this Agreement.

5. LOS WERKNEMERS.

Indien 'n los werknemer binne drie dae nadat hy begin werk het, in kennis gestel word dat dar van hom vereis word om 'n volle week of langer te werk, moet hy teen die skaal betaalbaar aan weeklikse werknemers wat dieselfde klas werk doen, besoldig word, en behoudens subklousule (2) van klousule 15 van hierdie Ooreenkoms is hy onderhewig aan die ander voorwaardes wat in hierdie Ooreenkoms vir sodanige werknemers gestel word.

6. BETALING VAN LONE EN OORTYDWERK.

(1) Besoldiging moet weekliks gedurende die werknemers se werkure in kontant betaal word, met dien verstande dat indien 'n werkgewer en werknemer daartoe ooreenkom die besoldiging maandeliks betaal mag word, in welke gevalle die maandelikse besoldiging wat betaalbaar is, minstens die weekloon vermenigvuldig met vier en 'n derde moet wees. Betaling moet binne 7 dae ná die voltooide werktydperk geskied en sodanige bedrag moet vervat wees in 'n koefert of houër waarop aangeteken moet wees of wat vergesel moet gaan van 'n staat wat die volgende aantoon:—

- (a) Naam van die werkgewer;
- (b) naam van die werknemer;
- (c) getal gewone werkure deur die werknemer gewerk;
- (d) getal ure deur die werknemer oortyd gewerk;
- (e) getal ure op 'n Sondag gewerk;
- (f) loon van die werknemer;
- (g) besonderhede van enige ander besoldiging wat voortspruit uit die werknemer se diens;
- (h) besonderhede van enige bedrae wat afgetrek is;
- (i) werklike bedrag wat aan die werknemer betaal word; en
- (j) tydperk waarvoor besoldiging betaal word.

(2) 'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie.

(3) Indien die werk in die bedryfsinrigting verrig word deur werknemers wat in groepe of spanne opgedeel is, moet die werkgewer elke werknemer sy verdienste betaal.

(4) Geen bedrae van 'n ander soort as die volgende mag van die verdienste van 'n werknemer afgetrek word nie:—

- (a) Wanneer die werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid.
- (b) Met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, versekerings- of pensioenfonds.
- (c) Heffings ingevolge klousule 17 van hierdie Ooreenkoms.
- (d) 'n Bedrag betaal deur 'n werkgewer wat by enige wet, ordonnansie of geregtelike proses verplig word om enige bedrag namens 'n werknemer te betaal.
- (e) Afrekkings ingevolge klousule 22 (3) van hierdie Ooreenkoms.
- (f) Met die skriftelike toestemming van 'n verkoper, bestelwaman, drywer, bestelwaman se assistent en enige afleweringsbediende, 'n afrekkings van die bedrag van enige tekort in die kontant, brood, banketgebak of die waarde van koepens waarvoor hy verantwoordelik gehou word.

7. GETALSVERHOUDING VAN WERKNEMERS.

(1) Daar moet een voormanbakker en/of voormanbanketbakker in elke bedryfsinrigting werksaam wees. Daar moet een bakker en/of banketbakker op elke skof in diens wees voordat 'n graad I-assistent in diens geneem kan word.

(2) Vir elke voormanbakker en/of voormanbanketbakker mag een vakleerling in diens geneem word, en vir elke bakker en/of banketbakker mag daar 'n vakleerling in diens geneem word.

(3) 'n Bakker wat ook die werk van 'n banketbakker doen en 'n banketbakker wat ook die werk van 'n bakker doen kan as of 'n bakker of 'n banketbakker gereken word maar nie as beide nie.

(4) Vir die toepassing van hierdie klousule kan 'n werkgewer wat op enige skof uitsluitlik die pligte van 'n voorman verrig, as 'n voorman geag word, met dien verstande dat hy sy naam op die tyd- en loonregister laat plaas, asook die werk wat hy verrig, daarin laat noem.

(5) 'n Verkoper of bestelwaman mag nie in beheer geplaas word of toesig hê oor meer as een bestelwa nie.

(6) Hoogstens een direkteur van enige maatskappy of een vennoot van enige vennootskap word vir die toepassing van hierdie klousule as werkgewer beskou.

(7) Vir elke voormanbakker en/of voormanbanketbakker mag daar hoogstens 3 graad I-assistente in diens geneem word. Vir elke bakker en/of banketbakker mag hoogstens 3 graad I-assistente in diens geneem word.

(8) Vir elke voormanbakker en/of voormanbanketbakker en vir elke bakker en/of banketbakker en vir elke graad I-assistent mag hoogstens een graad II-assistent in diens geneem word.

(9) Die bepalinge van hierdie klousule is van toepassing op 'n bedryfsinrigting as geheel, ongeag of die werknemers brood en/of banket vervaardig.

8. WERKURE EN OORTYDWERK.

(1) Gewone werkure:—

- (a) Die gewone werkure van verkopers, bestelwamane, bestelwaman se assistente, drywers en ander werknemers, uitgesonderd los werknemers, wat slegs afleweringswerk doen, is hoogstens—

- (i) 50 uur in 'n week;
- (ii) 10 uur op 'n dag tussen 6 vm. en 5 nm., met dien verstande dat die perk van 50 uur per week nie oorskry word nie.

5. CASUAL EMPLOYEES.

If within three days after starting work a casual employee is notified that he is required to work a full week or longer, he shall be paid at the rate payable to weekly employees performing the same class of work and save as is provided in sub-clause (2) of clause 15 of this Agreement be subject to the other conditions prescribed in this Agreement for such employees.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Remuneration shall be paid in cash weekly during employees' working hours, provided that, where an employer and employee agree, remuneration may be paid monthly, in which event the monthly remuneration payable shall not be less than the weekly wage multiplied by four and one-third. Payment to be effected within seven days of the completed working period and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) employer's name;
- (b) employee's name;
- (c) number of ordinary hours worked by employee;
- (d) number of overtime hours worked by employee;
- (e) number of hours worked on a Sunday;
- (f) employee's wage;
- (g) details of any other remunerations arising out of the employee's employment;
- (h) details of any deductions made;
- (i) actual amount paid to the employee; and
- (j) period in respect of which payment is made.

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

(3) Where, in any establishment, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

(4) No deductions of any kind other than the following may be made from the earnings of an employee:—

- (a) Where an employee is absent from work, other than on instructions or at request of his employer, a *pro rata* amount for the period of such absence.
- (b) With the written consent of the employee, deductions for holiday, sick, insurance or pension funds.
- (c) Levies in terms of clause 17 of this Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Deductions in terms of clause 22 (3) of this Agreement.
- (f) With the written consent of a salesman, vanman, driver, van assistant and any delivery employee, a deduction of the amount of any deficiency in the cash, bread, confectionery or the value of coupons for which he is responsible.

7. PROPORTION OR RATIO OF AGREEMENT.

(1) In any establishment one foreman baker and/or foreman confectioner shall be employed. Upon every shift there shall be employed one baker and/or confectioner, before any grade I assistants may be employed.

(2) For each foreman baker and/or foreman confectioner there may be employed one apprentice, and for each baker and/or confectioner, there may be employed, one apprentice.

(3) A baker who also does the work of a confectioner, and a confectioner who also does the work of a baker may be reckoned as either a baker or a confectioner, but not as both.

(4) For the purpose of this clause an employer who on any shift is wholly engaged in performing the duties of a foreman, may be deemed to be a foreman provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged.

(5) A salesman or vanman may not be in charge of or have supervision over more than one van.

(6) Not more than one director of any company or one partner of any partnership shall, for the purpose of this section, be considered an employer.

(7) For each foreman baker and/or foreman confectioner employed there may be employed not more than three grade I assistants. For each baker and/or confectioner employed, not more than three grade I assistants may be employed.

(8) For each foreman baker and/or foreman confectioner and for each baker and/or confectioner and for each grade I assistant not more than one grade II assistant may be employed.

(9) The provisions of this clause will apply to an establishment as a whole, irrespective of whether employees are engaged in the manufacture of bread and/or confectionery.

8. HOURS OF WORK AND OVERTIME.

(1) Ordinary hours of work—

- (a) The ordinary hours of work of salesmen, vanmen, van assistants, drivers and other employees employed exclusively in delivery work, excluding casual employees, shall not exceed—

- (i) fifty hours in any week;
- (ii) ten hours on any day between the hours of 6 a.m. to 5 p.m. provided that the weekly limit of fifty hours be not exceeded.

- (b) Vir alle werknemers, uitgesonderd wagte, los werknemers en diegene omskryf in subklousule (1) (a) van hierdie klousule, is die gewone werkure wat werk op Sondag kan insluit, hoogstens 46 uur in 'n bepaalde week van hoogstens 6 werkdag en dit is onderhewig aan die vergunning van 'n vry tydperk van minstens 24 agtereenvolgende ure elke week, welke tydperk duidelik in die loonregister of sodanige ander staat wat deur 'n inspekteur gemagtig word, aangedui moet word, en geen werk mag gewoonweg gedurende sodanige tydperk gedoen word nie; ook moet enige tyd gedurende sodanige tydperk gewerk, in aanmerking geneem word by die berekening, vir die toepassing van hierdie paragraaf, van die getal ure wat sodanige werknemer gewerk het. Die gewone daaglikse werkure van werknemers is agtereenvolgend behalwe 'n ononderbroke etenspouse soos uiteengesit in subklousule (3) wat hoogstens—
- in die geval van 'n fabriek wat 6 dae per week werk, 8 uur op 'n dag, tensy daar op een dag hoogstens 5 uur gewerk is, in welke geval daar op die ander dae hoogstens 8½ uur op 'n dag gewerk word, sodat die verlenging van die gewone werkure op hoogstens 46 in 'n bepaalde week neerkom;
 - in die geval van 'n fabriek wat 5 dae per week werk, 9½ uur op 'n dag, sodat die verlenging van die gewone werkure op hoogstens 46 in 'n bepaalde week neerkom.
- (c) 'n Werkgewer mag nie van 'n los werknemer verwag of hom toelaat om meer gewone ure as 9½ uur op 'n dag te werk nie.
- (2) (a) Geen bestelwa of ander voertuig wat 'n werkgewer besit, huur of gebruik en wat brood en/of banket bevat, mag die bedryfsinrigting van 'n werkgewer verlaat, en geen werkgewer of werknemer mag die bedryfsinrigting van 'n werkgewer met brood en/of banket verlaat vóór 6 vm. op enige dag van Maandag tot en met Vrydag en 5.30 vm. op Saterdag en op enige dag vóór 'n openbare vakansiedag, en elke bestelwa of ander voertuig van 'n werkgewer moet na die bedryfsinrigting of die plek waar die bestelwa of ander voertuig gewoonlik gebêre word, terugkeer en elke werkgewer en/of werknemer wat te doen het met die aflewering en/of vervoer van brood en/of banket moet na die werkgewer se bedryfsinrigting of die plek waar die bestelwa of ander voertuig waarmee hy werk gewoonlik gebêre word, nie later nie as 5 nm. op enige dag van Maandag tot en met Vrydag, en 6 nm. op Saterdag en enige dag vóór 'n openbare vakansiedag terugkeer, tensy die terugkeer van sodanige bestelwa of ander voertuig of van enige werkgewer of werknemer verhoed word deur 'n natuurramp, ongeluk, meganiese defek of ander voorval buite beheer van die werkgewer en werknemer;
- (b) Brood en/of banket mag oorhandig word, maar nie vanuit enige bedryfsinrigting tussen die voorgeskrewe afleweringsure, soos uiteengesit in subklousule (2) (a) van klousule 8, en tot 8 nm., afgelewer word nie.
- (c) Brood en/of banket mag nie vanuit 'n bedryfsinrigting verkoop en/of verskaf word—
- op 'n Sondag.
 - Op 'n openbare vakansiedag nie.
- (3) 'n Werkgewer mag nie van sy werknemer, uitgesonderd 'n verkoopsmann, bestelwaman, bestelwaman se assistent, bestuurder en ander werknemers wat uitsluitlik afleweringswerk doen, verwag of hom toelaat om meer as 5 uur aaneen te werk sonder 'n pouse van 1 uur waarin geen werk gedoen mag word nie, en sodanige pouse word nie geag deel uit te maak van die gewone of oortydure nie, met dien verstande dat—
- indien die werkgewer en werknemer daartoe ooreenkom, die pouse tot nie minder nie as 30 minute verkort mag word;
 - indien so 'n pouse langer as een 1 uur duur, elke tydperk van meer as 1 uur geag word gewone werkure te wees;
 - 'n werkdagperk wat onderbreek word deur 'n pouse van minder as 'n halfuur geag word aaneenlopend te wees;
 - in die geval van verkoopsmann, bestelwamanne, bestelwa-assistente, drywers en ander werknemers wat uitsluitlik afleweringswerk doen, pouses minder as 1 uur vir etes afgestaan mag word, met dien verstande dat sodanige pouses altesaam minstens 1 uur op 'n dag is.
- (4) Behoudens die bepalinge in subklousule (3), is alle werkure aaneenlopend.
- (5) *Oortydwerk.*—Alle tyd wat 'n werknemer meer as die maksimum getal ure werk wat in subklousule (1) (b) van hierdie klousule voorgeskryf word, word geag oortydwerk te wees.
- (6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer verwag of hom toelaat om langer oortyd te werk nie as—
- tien uur in 'n week;
 - twee uur op 'n dag.
- (7) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer verwag of haar toelaat om—
- tussen 6 nm. en 6 vm. te werk nie;
 - ná 1 uur nm. meer as 5 dae in 'n bepaalde week te werk nie;
 - vir meer as 2 uur op 'n dag of op meer as 3 agtereenvolgende dae oortydwerk te doen nie;
 - oortydwerk op meer as 60 dae in 'n bepaalde jaar te doen nie;

- (b) For all employees other than watchmen, casual employees and those specified in sub-clause (1) (a) of this clause, the ordinary hours of work which may involve work on a Sunday, shall not exceed 46 hours in any one week of not more than six working days and shall be subject to the granting of a free period each week, of not less than 24 consecutive hours, which period shall be clearly indicated in the wages register or such other record as may be authorised by an inspector, and no work shall ordinarily be performed during such period, nor shall any time worked during such period be taken into account in calculating for the purpose of this paragraph, the number of hours worked by such employee. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals as set out in sub-clause (3) and shall not exceed—
- in the case of a factory in which a six-day week is observed eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed 8½ on any day, if by such extension the ordinary hours of work do not exceed 46 in any week;
 - in the case of a factory in which a five-day week is observed 9½ in any day, if by such extension the ordinary hours of work do not exceed 46 in any week.
- (c) An employer will not require or permit a casual employee to work more ordinary hours than 9½ hours on any day.
- (2) (a) No van or other vehicle which is owned, hired or used by an employer and which contains bread and/or confectionery shall leave the establishment of an employer, and no employer or employee shall leave the establishment of an employer with bread and/or confectionery earlier than 6 a.m. on any day from Monday to Friday and 5.30 a.m. on Saturdays and on any day preceding a public holiday, and each and every van or other vehicle of an employer shall return to the establishment or the place where the van or other vehicle is usually garaged, and each and every employer and/or employee engaged in the delivery and/or transport of bread and/or confectionery shall return to the employer's establishment or the place where the van or other vehicle on which he is operating is usually garaged not later than 5 p.m. on any day from Monday to Friday, and 6 p.m. on Saturday and any day preceding a public holiday, unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer and employee.
- (b) Bread and/or confectionery may be handed over but not delivered from any establishment between the prescribed delivery hours set out in sub-clause (2) (a) of clause 8 and until 8 p.m.
- (c) Bread and/or confectionery shall not be sold and/or supplied from an establishment—
- on a Sunday;
 - on any public holiday.
- (3) An employer shall not require or permit his employee, other than salesmen, vanmen, van assistants, drivers, and other employees employed exclusively in delivery work, to work for more than five hours continuously without an interval of 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—
- where the employer and employee agree the interval may be reduced to not less than thirty minutes;
 - if such interval be longer than one hour any period in excess of one hour shall be deemed to be ordinary hours of work;
 - any period of work interrupted by an interval of less than half an hour shall be deemed to be continuous;
 - in the case of salesmen, vanmen, van assistants, drivers and other employees employed exclusively in delivery work, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day.
- (4) Save as provided in sub-clause (3), all hours of work shall be consecutive.
- (5) *Overtime.*—All time worked by an employee in excess of the maximum number of hours prescribed in sub-clause (1) (b) of this clause, shall be deemed to be overtime.
- (6) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—
- ten hours in any week;
 - two hours in any day.
- (7) *Female Employees.*—An employer shall not require or permit a female employee—
- to work between 6 p.m. and 6 a.m.;
 - to work after 1 p.m. on more than five days in any week;
 - to work overtime for more than two hours on any day or on more than three consecutive days;
 - to work overtime on more than sixty days in any year;

- (e) oortydwerk na voltooiing van haar gewone werkure vir meer as 1 uur op 'n dag te doen nie, tensy hy—
- voor middag sodanige werknemer daarvan in kennis gestel het; of
 - sodanige werknemer van 'n voldoende maaltyd voorsien voor die aanvang van elke oortydtydperk; of
 - sodanige werknemer minstens 50c (vyftig sent) betaal het met genoeg tyd dat sy 'n maaltyd kan verkry voordat sodanige oortydwerk moet begin.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer, uitgesonderd diegene in subklousule (1) (a) bedoel, wat oortyd werk, teen die skaal van minstens die volgende betaal—

- in die geval van 'n werknemer, uitgesonderd 'n los werknemer, 1½ maal sy weekloon gedeel deur 46 teen opsigte van elke uur of gedeelte van 'n uur aldus altesaam in enige week gewerk;
- in die geval van 'n los werknemer, 1½ maal sy dagloon gedeel deur 8 of 9, afhangende daarvan of hy in diens is in 'n bedryfsinrigting waarin onderskeidelik 6 of 5 dae per week gewerk word, te opsigte van elke uur of gedeelte van 'n uur aldus op 'n dag gewerk;

Met dien verstande dat vir die toepassing van hierdie subklousule die uitdrukking "loon" geag word ook te beteken dat indien 'n werknemer oortyd werk op enige dag en vir die gewone werkure op so 'n dag geregig is op besoldiging teen 'n hoër skaal ingevolge klousule 4 (2), besoldiging vir oortydwerk op so 'n dag verrig, teen dié hoër skaal bereken moet word.

(9) Elke werkgewer moet die man wat aan die hoof van elke skof staan, verantwoordelik hou vir die aantekening van die werkure van al die werknemers op daardie skof.

(10) (a) *Voorbehoudsbepalings.*—Die bepalinge van subklousules (1) (b), (3), (4), (5), (6), (8) en (9) van hierdie klousule en klousule 11 is nie van toepassing nie op voormanne, drywers, onderbestuurders, senior bestuurs-, professionele, tegniese en administratiewe personeel wat 'n loon van minstens R2,400 per jaar ontvang; subklousules (3) (a), (b) en (c), (5), (6) en (8) is nie van toepassing nie op 'n verkoopsman, 'n bestelwaman, 'n bestelwaman se assistent, 'n drywer of ander werknemers wat uitsluitlik te doen het met afleweringswerk en subklousules (2), (3), (4) en (6) is nie van toepassing nie op enige manlike werknemer wat noodwerk verrig.

(b) Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie maar daar mag nie van hom verwag word of hy mag nie toegelaat word om meer as 6 dae in 'n bepaalde week te werk nie.

9. BEPERKING VAN DIE PLIGTE VAN 'N BESTUURDER.

'n Drywer mag nie verplig of toegelaat word om besigheid te werf nie en hy mag nie brood en/of banket in sy bestelwa vervoer waarvoor daar geen fakture uitgemaak is voordat hy die perseel verlaat het nie.

10. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGS-VOERTUIE.

Elke werkgewer moet sy volle naam en adres op 'n opsigtelike plek aanbring op alle bestelwaens, fietse of ander voertuie wat hy in verband met die vervoer, verkoop of aflewering van brood en/of banket gebruik.

11. SONDAE EN OPENBARE VAKANSIEDAE.

(1) *Betaling vir werk op Sondag.*—(a) Wanneer daar van 'n werknemer, uitgesonderd 'n wag, vereis word of hy toegelaat word om op 'n Sondag te werk, moet sodanige werknemer teen 'n skaal van minstens dubbel sy gewone besoldiging vir die hele tydperk, met inbegrip van oortyd wat hy op so 'n Sondag gewerk het, betaal word.

(b) Wanneer daar van 'n werknemer vereis word of hy toegelaat word om gedurende sy vry tydperk, bedoel in klousule 8 (1) (b), te werk, moet sodanige werknemer—

- as hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaal word wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk of,
- as hy aldus vir 'n tydperk van langer as 4 uur werk, minstens dubbel sy gewone besoldiging betaal word ten opsigte van die totale tydperk gedurende dié vry tydperk gewerk, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(2) 'n Werknemer is geregtig op en moet verlof met volle besoldiging op alle openbare vakansiedae toegestaan word, met dien verstande dat daar van 'n werknemer verwag kan word om op so 'n dag te werk.

(3) Wanneer 'n werknemer, uitgesonderd 'n wag, op Goeie Vrydag, Hemelvaartdag, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op so 'n dag gewerk, benewens die besoldiging waarop hy geregtig sou wees al het hy nie aldus gewerk nie; en vir alle oortydwerk deur hom op sodanige vakansiedae gedoen, teen 'n skaal van minstens sy gewone besoldiging vir elke uur gewerk.

(4) Indien 'n werknemer, uitgesonderd 'n wag, op 'n openbare vakansiedag, behalwe Goeie Vrydag, Hemelvaartdag, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom een dag verlof met volle besoldiging in plaas daarvan gedurende die week van sodanige openbare vakansiedag toestaan en indien

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

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal before the commencement of such overtime; or
- paid to such employee not less than 50c (fifty cents) in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(8) *Payment for Overtime.*—An employer shall pay his employee, other than those specified in sub-clause (1) (a), who works overtime at a rate of not less than—

- in the case of an employee, other than a casual employee, one and one-third times his weekly wage divided by forty-six in respect of each hour or part of an hour so worked in the aggregate in any week;
- in the case of a casual employee, one and one-third times his daily wage divided by eight or nine, depending on whether he is employed in an establishment which observes a six-day or five-day week, respectively, in respect of each hour or part of an hour so worked on any day;

Provided that for the purpose of this sub-clause the expression "wage" shall be deemed to include that when an employee works overtime on any day in respect of the ordinary hours of work on which day he is entitled to payment at a higher rate in terms of clause 4 (2) payment for overtime performed on such day shall be calculated on such higher rate.

(9) Every employer shall appoint the man in charge of each shift to be responsible for the recording of hours of work of all employees on shift.

(10) (a) *Savings.*—The provisions of sub-clauses (1) (b) (3), (4), (5), (6), (8) and (9) of this clause and clause 11 shall not apply to foremen, managers, sub-managers, senior managerial, professional, technical and administrative personnel in receipt of a wage of not less than R2,400 per annum; sub-clauses (3) (a), (b) and (c), (5), (6) and (8) shall not apply to a salesman, a vanman, a vanman's assistant, a driver or other employees exclusively employed in delivery work and sub-clauses (2), (3), (4) and (6) shall not apply to any male employee on emergency work.

(b) The provisions of this clause shall not apply to a watchman but he shall not be required or permitted to work for more than six days in any one week.

9. LIMITATION OF DUTIES OF DRIVER.

A driver shall not be permitted or required to canvass for business and shall not be permitted to carry bread and/or confectionery in his van for which no invoices have been prepared by the bakery prior to his leaving the bakery premises.

10. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES.

Every employer shall display his full name and address in a conspicuous place on all vans, bicycles or other vehicles, used by him in connection with the conveyance, sale or delivery of bread and/or confectionery.

11. SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Payment for Work on Sundays.*—(a) Where an employee, other than a watchman, is required or permitted to work on a Sunday, such employee shall be paid at a rate of not less than double his ordinary rate of remuneration in respect of the total period, including overtime, worked on such Sunday.

(b) Where an employee is required or permitted to work during his free period, referred to in clause 8 (1) (b), such employee shall be paid—

- if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or
- if he so works for a period exceeding four hours, not less than double his ordinary rate of remuneration in respect of the total period worked during such free period or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

(2) An employee shall be entitled to and be granted leave on full pay on all public holidays, provided that an employee may be required to work on such day.

(3) Whenever an employee other than a watchman works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to remuneration to which he would have been entitled had he not so worked; and for all overtime worked by him on such holidays, at a rate not less than his ordinary remuneration for each hour worked.

(4) Where an employee other than a watchman works on a public holiday other than Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall grant him one day's leave in lieu thereof on full pay during the week of such public holiday and if such employee has not

dié werknemer nie 1 dag se verlof in plaas daarvan toegestaan word nie, moet sy werkgever hom betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op die openbare vakansiedag gewerk, benewens die besoldiging waarop hy geregtig sou wees al het hy nie aldus gewerk nie; en vir al die oortydwerk wat hy op sodanige vakansiedag verrig, teen minstens sy gewone besoldiging vir elke uur gewerk.

12. JAARLIKSE VERLOF.

(1) Elke werkgever moet aan elk van sy werknemers ten opsigte van die eerste 12 maande diens en nie later nie as 2 maande ná die voltooiing van genoemde tydperk minstens 2 agtereenvolgende weke verlof met volle besoldiging toestaan, behalwe in die geval van 'n wag, wat onder dieselfde voorwaardes minstens 3 agtereenvolgende weke verlof met volle besoldiging toegestaan moet word, en word net so afwesighedsverlof toegestaan by voltooiing van agtereenvolgende tydperke van 12 maande aaneenlopende diens by dieselfde werkgever.

'n Werknemer wie se besoldiging R25 of meer per week bedra, word minstens 3 weke verlof met volle besoldiging toegestaan by voltooiing van agtereenvolgende tydperke van 12 maande aaneenlopende diens by dieselfde werkgever:—

(a) Sodanige verlof mag nie saamval nie met enige tydperk waartydens die werknemer sy kennisgewing van diensbeëindiging uitdien, met siekteverlof ingevolge klousule 13 is of militêre opleiding ooreenkomstig die Verdedigingswet van 1957 ondergaan.

(b) Indien enige openbare vakansiedag binne sodanige verlof-tydperk val moet die vakansiedag by genoemde tydperk gevoeg word as 'n verdere tydperk van verlof met volle besoldiging.

(c) 'n Werkgever mag al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die jaar diens waarop die verlof betrekking het, van sodanige tydperk van verlof aftrek.

(2) Die werkgever moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan word, sy gewone besoldiging ten opsigte van die verloftydperk vóór of op die laaste werkdag vóór die aanvang van genoemde tydperk betaal.

(3) (a) By diensbeëindiging moet die werkgever 'n werknemer—

(i) sy volle besoldiging betaal vir die tydperk wat hy gewerk het;

(ii) betaal ten opsigte van enige verlof wat opgehoop het maar nie voor die datum van diensbeëindiging toegestaan is nie;

(iii) vir een dag betaal ten opsigte van elke voltooië maand diens by die werkgever ná die datum waarop hy laas op verlof ooreenkomstig subklousule (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, ná die aanvangsdatum van sy diens, met dien verstande dat in die geval van 'n wag en 'n werknemer met minstens 2 jaar aaneenlopende diens by dieselfde werkgever en wie se besoldiging R25 of meer per week is, wat in so 'n geval op 3 weke verlof met volle betaling ooreenkomstig subklousule (1) geregtig is, dié werknemer betaal word vir 1½ dae ten opsigte van elke voltooië maand diens by die werkgever ná die datum waarop hy laas op verlof ooreenkomstig genoemde subklousule (1) geregtig geword het.

(b) Enige werknemer wie se diens as gevolg van 'n kriminele oortreding of by gebrek aan die vereiste kennisgewing van diensopsegging, beëindig word, verbeur enige verlofvoordele wat hy tydens die onvoltooië kringloop van 12 maande diens verdien het.

(4) Enige tydperk waartydens 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1), uitgesonderd enige spesiale verlof sonder besoldiging; of

(b) afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, met dien verstande dat 'n werknemer hoogstens 4 maande van so 'n opleidingstermyn as diens kan eis; of

(c) van sy werk afwesig is op las of op versoek van sy werkgever; of

(d) van sy werk afwesig is met siekteverlof ooreenkomstig klousule 13;

word ingevolge die bepalinge van subklousule (5), vir die toepassing van subklousules (1) en (3), as diens geag.

(5) Die bepalinge van paragraaf (d) van subklousule (4) is nie van toepassing nie op enige tydperk van afwesigheid weens siekte van meer as 2 agtereenvolgende dae indien die werknemer in gebreke bly om, nadat die werkgever om sodanige sertifikaat gevra het, 'n sertifikaat van 'n mediese praktisyn dat hy as gevolg van siekte verhoed was om sy werk te doen, aan die werkgever voor te lê.

(6) Vir die toepassing van hierdie klousule word "diens" geag 'n aanvang te neem vanaf—

(a) die datum waarop die werknemer by die werkgever in diens getree het; of

(b) die datum waarop die werknemer laas op verlof met volle besoldiging ooreenkomstig die vorige Ooreenkoms geregtig geword het, naamlik die jongste datum.

been granted one day's leave in lieu thereof, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on the public holiday in addition to the remuneration to which he would have been entitled had he not so worked; and for all overtime worked by him on such holiday at the rate not less than his ordinary remuneration for each hour worked.

12. ANNUAL LEAVE.

(1) Every employer shall grant to each of his employees in respect of the first twelve months of employment and not later than two months after the completion of the said period, leave of absence on full pay, of not less than two consecutive weeks, except in the case of a watchman, who under the same conditions, shall be granted leave of absence on full pay, of not less than three consecutive weeks, and shall similarly be granted leave of absence on completion of subsequent periods of twelve months continuous employment, with the same employer.

An employee on completion of subsequent periods of twelve months' continuous employment with the same employer and whose remuneration is R25 per week, or more, shall be granted not less than three weeks' leave of absence on full pay—

(a) The period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, on sick leave in terms of clause 13, or is undergoing military training in pursuance of the Defence Act of 1957.

(b) If any public holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay.

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

(2) The employer shall pay to an employee to whom leave is granted under sub-clause (1) his ordinary remuneration in respect of the period of leave, not later than the last working day before the commencement of the said period.

(3) (a) Upon termination of employment, the employer shall pay to an employee—

(i) his full pay for the period worked;

(ii) in respect of any period of leave which has accrued to him but was not granted before the date of termination of the employment;

(iii) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1) or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment; provided that in the case of a watchman and an employee who has not less than two years' continuous service with the same employer and whose remuneration is R25 or more per week, permitting in such case, three weeks' leave of absence on full pay in terms of sub-clause (1) the employee shall be paid for 1½ days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of the said sub-clause (1).

(b) Any employee, whose employment is terminated due to a criminal offence or failing to give the required notice, will forfeit any leave privileges earned for an uncompleted cycle of 12 months employment.

(4) Any period during which an employee—

(a) is on leave in terms of sub-clause (1) but excluding any special leave without pay; or

(b) is absent 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 period of such training; or

(c) is absent from work on the instruction or at the request of the employer; or

(d) is absent from work on sick leave in terms of clause 13;

shall, subject to the provisions of sub-clause (5) be deemed to be employment for the purposes of sub-clauses (1) and (3).

(5) The provisions of paragraph (d) of sub-clause (4) shall not apply in respect of any period of absence owing to illness of more than two consecutive days if the employee fails, after a request for such 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.

(6) For the purpose of this section "employment" shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to leave of absence on full pay in terms of the previous Agreement whichever may be the later.

13. SIEKTEVERLOF.

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

- (a) in die geval van 'n werknemer wat 5 dae in 'n week werk, altesaam minstens 30 werkdade,
- (b) in die geval van alle ander werknemers, altesaam minstens 36 werkdade;

siekteverlof gedurende elke tydkring van 24 agtereenvolgende maande diens by hom en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan minstens 75 persent van die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het;

met dien verstande dat in die eerste tydkring van 24 agtereenvolgende maande diens, 'n werknemer nie geregtig is nie op siekteverlof met driekwart besoldiging teen 'n skaal van meer as, in die geval van 'n werknemer wat 5 dae in 'n week werk, 1 werkdag ten opsigte van elke voltooidde tydperk van 3½ weke diens en, in die geval van alle ander werknemers, 1 werkdag ten opsigte van elke voltooidde 3 weke diens.

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling van enige bedrag wat ingevolge hierdie klousule deur 'n werknemer ten opsigte van enige afwesigheid van werk vir 'n tydperk van hoogstens 2 agtereenvolgende kalenderdae geëis word, van die werknemer vereis om 'n sertifikaat wat deur 'n mediese praktisyn geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig, aan hom voor te lê; met dien verstande dat indien 'n werknemer gedurende enige tydperk van 8 agtereenvolgende weke betaling ingevolge hierdie klousule by 2 of meer geleenthede vir tydperke van 2 agtereenvolgende kalenderdae of minder geëis het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die volgende 8 weke as 'n opskortende voorwaarde vir die betaling van enige bedrag deur sodanige werknemer ingevolge hierdie klousule geëis, van die werknemer vereis om sodanige sertifikaat aan hom voor te lê, afgesien van die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer vir langer as enige siekteverlof wat ten tye van sodanige ongeskiktheid opgeloopt het, afwesig is, is hy slegs op betaling geregtig ten opsigte van sodanige siekteverlof wat aldus opgeloopt het, maar sy werkgewer moet, indien hy dit nie alreeds gedoen het nie, by verstryking van genoemde dienstydkring of by diensbeëindiging vóór sodanige verstryking, hom (teen 'n skaal van minstens 75 persent van die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het) betaal ten opsigte van sodanige ekstra tydperk van afwesigheid weens ongeskiktheid in dié mate waarin siekteverlof wat by sodanige verstryking of beëindiging opgeloopt het, nog nie geneem was nie.

(4) Aan die einde van elke tydkring van 24 agtereenvolgende maande, loop die helfte van enige siekteverlof vir daardie tydkring wat nie deur 'n werknemer geneem is nie, in sy krediet op tot 'n maksimum totaal van 'n 100 werkdade as die werknemer vyf dae per week werk en 120 werkdade vir alle ander werknemers, met inbegrip van enige siekteverlof vir die huidige tydkring.

(5) 'n Werknemer wat by die aanvangsdatum van hierdie Ooreenkoms by dieselfde werkgewer minstens 5 agtereenvolgende jaar in diens was, sal met die helfte van enige siekteverlof wat hom toekom maar wat hy nie gedurende die afgelope 2 tydkringe van 24 agtereenvolgende maande geneem het nie, as opgelope siekteverlof gekrediteer word.

(6) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 12 (4).

(7) "Ongeskiktheid" beteken die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is; met dien verstande dat enige onvermoë om te werk, te wyte aan 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie, en sodanige tydperk mag nie van enige siekteverlof waarop die werknemer geregtig is, afgetrek word nie.

14. DIENSSERTIFIKATE.

Ten einde die loon te bepaal wat aan werknemers, bedoel in subklousule (1) van klousule 4 van hierdie Ooreenkoms, betaal moet word, moet elke werkgewer 'n dienssertifikaat in die vorm soos in Aanhangsel I van hierdie Ooreenkoms voorgeskryf, gratis aan elke sodanige werknemer uitreik wanneer hy so 'n werkgewer se diens verlaat.

15. DIENSBEÏNDIGING.

(1) Minstens 1 week kennisgewing in die geval van wekklis besoldigde werknemers en 2 weke in die geval van maandeliks besoldigde werknemers moet deur die werkgewer of die werknemer gegee word om 'n dienskontrak te beëindig; met dien verstande dat dit nie die volgende raak nie:—

- (a) die reg van 'n werknemer of 'n werkgewer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (b) enige skriftelike ooreenkoms tussen die werkgewer en die werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing, met dien verstande dat die tydperke aan beide kante dieselfde is;

13. SICK LEAVE.

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

- (a) in the case of an employee who works a five-day week, not less than thirty work days,
- (b) in the case of every other employee, not less than thirty-six work days,

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than 75 per cent of the wage he would have received had he worked during such period; provided that in the first cycle of 24 consecutive months of employment an employee shall not be entitled to sick leave on three-quarter pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of 3½ weeks of employment, and, in the case of every other employee one work day in respect of each completed three weeks of employment.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two 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: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of two consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but his employer shall if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him (at the rate of not less than 75 per cent of the wage he would have received had he worked during such period), in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) At the end of each cycle of 24 consecutive months one-half of any sick leave for that cycle not taken by an employee will accumulate to his credit up to a maximum total of 100 work days if the employee works five days per week and 120 work days for all other employees, including any sick leave due for the current cycle.

(5) Any employee who at the date of the commencement of this Agreement has been in the employment of the same employer for at least five consecutive years will have one-half of any periods of sick leave due to him but not taken by him during the last two 24 consecutive month cycles, credited to him as accumulated sick leave.

(6) For the purposes of this clause the expression "employment" shall have the same meaning as in clause 12 (4).

(7) "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 compensable 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, and that such period shall not be deducted from any sick leave due to the employee.

14. CERTIFICATE OF SERVICE.

For the purpose of determining the wage that shall be paid to the employees comprised in sub-clause (1) of clause 4 of this Agreement, every employer shall issue, free of charge a certificate of service, in the form of the Annexure I to this Agreement, in respect of each such employee, at the time he leaves such employer's service.

15. TERMINATION OF EMPLOYMENT.

(1) Not less than one week's notice in the case of weekly paid employees and two weeks' notice in the case of monthly paid employees shall be given by the employer or employee to terminate a contract of service; provided that it shall not affect—

- (a) the right of an employee or employer to terminate the contract of service without notice for any good cause recognised by the law as sufficient;
- (b) any written agreement between the employer and employee providing for a longer period of notice, provided the periods are the same on both sides;

en voorts met dien verstande dat 'n werkgewer 'n werknemer kan betaal vir of in plaas van die opseggingstyd wat voorgeskryf of waaroor ooreengekom is, en voorts met dien verstande dat 'n werknemer 'n werkgewer besoldiging kan betaal vir en in plaas van die opseggingstyd wat voorgeskryf of waaroor ooreengekom is.

(2) Die bepalings van subklousule (1) van hierdie klousule is nie van toepassing nie op los werknemers wie se dienskontrak sonder kennisgewing deur enigen van die twee beëindig kan word.

(3) Kennis in subklousule (1) bedoel, moet—

- (a) in die geval van weekliks besoldigde werknemers, vóór of op die middaguur op Saterdag gegee word en is van krag vanaf die dag waarop dit gegee word;
- (b) in die geval van maandeliks besoldigde werknemers, vóór of op die middaguur van die 1ste of 15de dag van die maand gegee word;

met dien verstande dat die opseggingstyd nie mag saamval met, en kennis ook nie gegee mag word gedurende 'n werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 12 of siekteverlof ingevolge klousule 13 of militêre opleiding nie.

16. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigen van die bepalings van hierdie Ooreenkoms om enige afdoende rede verleen; met dien verstande dat geen vrystelling van die bepalings van subklousule (7) (b) van klousule 8 ten opsigte van 'n vroulike werknemer wat handeërbêre verrig, verleen word nie behalwe met die doel dat sy werk verrig—

- (a) wat weens 'n noodtoestand noodsaaklik is; of
- (b) wat noodsaaklik is ten einde die verlies van grondstowwe wat in die proses van behandeling is en wat gou kan bederf, te voorkom.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word asook die tydperk waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingstifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld:—

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

(4) Die Sekretaris van die Raad moet:—

- (a) Alle vrystellingstifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie van elke sertifikaat uitgereik, behou, en 'n kopie daarvan aan die Afdelingsinspekteur van Arbeid, Pretoria, stuur;
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingstifikaat aan die betrokke werkgewer stuur.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te besty, moet elke werkgewer 5 (vyf) sent per week aftrek van die verdienste van elk van sy werknemers vir wie minimum lone van R10 of meer per week in hierdie Ooreenkoms voorgeskryf word.

Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Pretoria, stuur.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opplak en opgeplak hou op 'n opvallende plek wat gereedelik toeganklik vir sy werknemers is.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

20. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag beslissings wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van werkgewers en werknemers gee.

(2) Alle meningsverskille wat met die uitleg van enige van die bepalings van hierdie Ooreenkoms mag ontstaan, moet na die Raad verwys word.

21. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent mag enige bedryfsinrigting betree en enige werkgewer of werknemer ondervra en betaalstate, tydregisters en betalings vir oortydwerk ondersoek en vir inspeksie wegneem ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

and provided further that an employer may pay to an employee remuneration for and in lieu of the prescribed or agreed period of notice, and provided further an employee may pay to an employer remuneration for and in lieu of the prescribed or agreed period of notice.

(2) The provisions of sub-clause (1) of this clause shall not apply to casual employees whose contract of service may be terminated without notice by either side.

(3) Notice referred to in sub-clause (1) shall—

- (a) in the case of weekly paid employees be given on or before noon on Saturdays and shall take effect from the day it was given;
- (b) in the case of monthly paid employees, notice shall be given on or before 12 noon on the first or fifteenth day of the month;

provided that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave in terms of clause 12 or sick leave in terms of clause 13 or on military training.

16. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason; provided that no exemption shall be granted from sub-clause (7) (b) of clause 8 in respect of any female employee engaged in manual work except for the purpose of performing work—

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

17. EXPENSES OF COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 5 (five) cents per week from the earnings of each of his employees, for whom minimum wages of R10 per week or more are prescribed in this Agreement.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the seventh day of each month the total sum to the Secretary of the Council, Pretoria.

18. EXHIBITION OF AGREEMENT.

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

19. TRADE UNION REPRESENTATIVES OF 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 THE AGREEMENT.

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

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

21. AGENTS.

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

22. VAKVERENIGINGARBEID.

(1) Lede van die Vakvereniging onderneem om slegs diens by lede van die werkgewersorganisasie te aanvaar en lede van die werkgewersorganisasie onderneem om slegs lede van die vakvereniging in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of werknemer na die mening van die Raad sonder redelike oorsaak lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en hy die Raad binne 21 dae van sodanige weiering in kennis gestel het.

(2) 'n Werkgewer mag nie 'n werknemer in diens neem nie tensy die werknemer in besit is van 'n "klaringskaart" wat deur die Vakvereniging uitgereik is en van krag is gedurende die week waarin die aansoek gedoen word.

(3) Elke werkgewer moet die Vakverenigingsledegeld van die lone van sy werknemers aftrek en die bedrae aldus ingesamel, aan die Sekretaris van die Vakvereniging, Pretoria, vóór of op die 7de dag van elke daaropvolgende maand stuur.

(4) Die behoorlik gemagtigde verteenwoordigers van die Vakvereniging moet alle fasiliteite verleen word om lede van die vakvereniging by hul werk te sien nadat toestemming van die werkgewer of sy verteenwoordiger verkry is.

(5) Die bepalinge van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie.

23. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die leeftyd van 16 jaar mag in die Nywerheid in diens geneem word nie.

24. AFLEWERING VAN BROOD ENYOF BANKET.

Alle werkgewers moet, voordat 'n drywer of 'n afleveringsbediende op aflevering uitgaan, die name en adresse van die klante by wie afleverings gemaak moet word, in 'n afleveringsboek wat deur die Raad goedgekeur is, aanteken.

25. BESKERMENDE KLERE.

Die bepalinge van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, en die regulasies ten opsigte van beskermende klere daarkragtens vasgestel, is op alle fabriekswerknemers van toepassing.

Daarbenewens moet elke werkgewer stofjasse of oorpakke gratis aan elkeen van sy werknemers wat afleveringswerk doen, verskaf en elke werknemer wat aldus stofjasse of oorpakke ontvang, moet 'n ontvangsbewys aan die werkgewer gee indien en wanneer hy die stofjas of oorpak ontvang. Die beskermende klere wat so uitgereik word, bly te alle tye die eiendom van die werkgewer.

26. GELDIGHED VAN OOREENKOMS.

Indien enige bepalinge van hierdie Ooreenkoms buite magtig verklaar word deur enige bevoegde geregshof, word die oorblywende bepalinge van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag vir die onverstreke gedeelte van die Ooreenkoms.

Namens die partye op hede die 30ste dag van November, 1966, te Pretoria onderteken.

H. C. BOERSTRA, *Voorsitter.*
A. D. E. RAATS, *Ondervoorsitter.*
CLAUDE E. ACTON, *Sekretaris.*

Aanhangsel I.

Sertifikaatno.....

DIENSSERTIFIKAAT.

(Uitgereik kragtens klousule van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskenisgewing No. van)

BAK- EN BANKETNYWERHEID, PRETORIA.

Naam en adres van firma

Ek sertifiseer hierby dat ondergenoemde persoon by my in diens was en dat die besonderhede hieronder aangegee, korrek is:—

1. Volle naam van werknemer
2. Adres.....
3. Geslag.....
4. Ouderdom.....
5. Beroep.....
6. Loon betaalbaar by uitdienststreding.....
7. Datum van indienststreding by my.....
8. Datum van uitdienststreding by my.....
9. Nommer van die sertifikaat deur die vorige werkgewer..... (voeg naam hier in) uitgereik, was.....
- Op hede die dag van.....
- 19..... te..... gedateer.

Handtekening van werkgewer.

22. TRADE UNION LABOUR.

(1) Members of the Trade Union agree to accept employment with members of the employers' organisation only, and members of the employers' organisation agree to employ members of the Trade Union only; provided that this clause shall not apply where an employer or employee has in the opinion of the Council without reasonable cause, been refused membership of a party to this Agreement and has notified the Council within twenty-one days of such refusal.

(2) An employer shall not engage an employee unless such employee is in possession of a "clearance card" issued by the Trade Union and current during the week in which the application is made.

(3) Every employer shall deduct the Trade Union subscription from the wages of his employees and shall forward the amounts so collected to the Secretary of the Trade Union, Pretoria, not later than the seventh day of each following month.

(4) The duly accredited representatives of the Trade Union shall be allowed every facility to meet members of the Trade Union at their work after obtaining the permission of the employer or his representative.

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa.

23. ENGAGEMENT OF MINORS.

No persons under the age of 16 years shall be employed in the Industry.

24. DELIVERY OF BREAD AND/OR CONFECTIONERY.

Every employer shall, prior to a driver or a delivery employee proceeding on delivery, cause to be entered in a delivery book, approved by the Council, the names and addresses of the customers to whom deliveries are to be made.

25. PROTECTIVE CLOTHING.

The provisions of the Factories, Machinery and Building Work Act, 1941, as amended, and the regulations made thereunder, with regard to protective clothing shall apply to all factory employees.

In addition, every employer shall provide, free of charge, for each of his employees engaged in delivery work, dustcoats or overalls, and each employee so receiving the dustcoats or overalls shall give a receipt to the employer as and when the dustcoats or overalls are received. The protective clothing so issued shall remain the property of the employer at all times.

26. VALIDITY OF AGREEMENT.

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of the Agreement.

Signed at Pretoria, on behalf of the parties, on this 30th day of November, 1966.

H. C. BOERSTRA, *Chairman.*
A. D. E. RAATS, *Vice-Chairman.*
CLAUDE E. ACTON, *Secretary.*

Annexure I.

No. of Certificate.....

CERTIFICATE OF SERVICE.

(Issued in terms of section of Industrial Council Agreement, published under Government Notice No., dated.....)

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA.

Name and address of firm.....

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:—

1. Full name of employee.....
2. Address.....
3. Sex.....
4. Age.....
5. Occupation.....
6. Rate of wage due at date of leaving.....
7. Date of entering my service.....
8. Date of leaving my service.....
9. The number of the certificate of service issued by previous employer..... (insert name) was.....

Dated at..... this..... day of..... 19.....

Signature of Employer.

No. R. 375.] [17 Maart 1967.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BAK- EN BANKETNYWERHEID, PRETORIA.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel *twee-en-twintig* (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak- en Banketnywerheid, gepubliseer by Goewermentskennisgewing No. R. 374 van 17 Maart 1967, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 376.] [17 Maart 1967.
WET OP OORLOGSMAATREËLS, 1940.

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

BAK- EN BANKETNYWERHEID, PRETORIA.

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 Bak- en Banketnywerheid wat by Goewermentskennisgewing No. R. 374 van 17 Maart 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 375.] [17 March 1967.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BAKING AND CONFECTIONERY INDUSTRY,
PRETORIA.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section *twenty-two* (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Baking and Confectionery Industry, published under Government Notice No. R. 374 of the 17th March, 1967, 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. 376.] [17 March 1967.
WAR MEASURES ACT, 1940.

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

BAKING AND CONFECTIONERY INDUSTRY,
PRETORIA.

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 Baking and Confectionery Industry, published under Government Notice No. R. 374 of the 17th March, 1967.

M. VILJOEN,
Minister of Labour.

INHOUD.

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Koop Nasionale Spaarsertifikate

Buy National Savings Certificates