

EXTRAORDINARY



BUITENGEWONE

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.1123.]

[28th June, 1968.

INDUSTRIAL CONCILIATION ACT, 1956

BAKING AND/OR CONFECTIONERY INDUSTRY, DURBAN, INANDA, PINETOWN AND LOWER TUGELA

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or 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' organization and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organization or unions;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (f), 18, 20 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda, Pinetown and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown and Lower Tugela and from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.1123.]

[28 Junie 1968.

WET OP NYWERHEIDSVERSOENING, 1956

BAK- EN/OF BANKETNYWERHEID, DURBAN, INANDA, PINETOWN EN LOWER TUGELA

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en/of 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 werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (f), 18, 20 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landroosdistrikte Durban, Inanda, Pinetown en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (f), 18, 20 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde

Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (f), 18, 20 and 23, 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 of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY (DURBAN, INANDA AND PINETOWN)

AGREEMENT

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

Natal Master Bakers' Association

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

Natal Baking Industry Employees' Union
and

National Baking Industrial Union, Natal Branch

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

being the parties to the Industrial Council for the Baking and/or Confectionery Industry (Durban, Inanda and Pinetown).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed by all employers who are members of the employers' organization and are engaged in the Baking and/or Confectionery Industry, and by all employees who are members of the trade union and are employed in the said Industry in the Magisterial Districts of Durban, Inanda, Pinetown and Lower Tugela.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; words importing the masculine gender include females.

For the purpose of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further unless inconsistent with the context—

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

"Apprentice" means an employee bound by a contract of apprenticeship entered into under the Masters and Servants Act or under the common law and which contract shall be registered with the Council;

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

"baking and/or confectionery industry" or "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 all operations incidental thereto or consequent thereon;

Maandag eindig, in die landdrosdistrikte Durban, Inanda, Pinetown en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET- NYWERHEID (DURBAN, INANDA EN PINETOWN)

OOREENKOMS

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

Natal Master Bakers' Association

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

Natal Baking Industry Employees' Union
and

National Baking Industrial Union, Natal Branch

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

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Durban, Inanda en Pinetown).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die palings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en in die Bak- en/of Banketnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in die landdrosdistrikte Durban, Inanda, Pinetown en Lower Tugela werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word: Met dien verstande egter dat die Ooreenkoms van toepassing is op vakleerlinge, maar slegs vir sover dié bepalings nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of met 'n kennisgewing wat ingevolge artikel 16 of 17 daarvan gepubliseer is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWINGS

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; en met woorde wat die manlike geslag aandui, word ook vrouens bedoel.

Vir die toepassing van hierdie Ooreenkoms, word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
„vakleerling” 'n werknemer wat gebind word deur 'n vakleerlingkontrak wat ingevolge die Here en Diensbodes Wet of die gemene reg aangegaan is en wat by die Raad geregistreer moet word;

„bak” die maak of meng en verwerking van deeg met die hand of 'n masjien, en die bak van deeg of brood;

„Bak- en/of Banketnywerheid” of „Nywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om brood en/of banket vir verkoop te maak of te vervaardig en alle werksaamhede wat daarmee gepaard gaan of daaruit voortspuit.

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"bread", without limiting its ordinary meaning, includes buns, rolls and fancy bread;

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

"clerical employee" means an employee, who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a switchboard operator, but does not include a factory clerk, foreman or inspector or any other class of employee elsewhere defined in this clause, notwithstanding that clerical work may form an operation of such employee's work;

"clerical employee, qualified, male," means a male clerical employee who has had not less than five years experience as a clerical employee;

"clerical employee, unqualified, male," means a male clerical employee who has had less than five years experience as a clerical employee;

"clerical employee, qualified, female," means a female clerical employee who has had not less than three years experience as a clerical employee;

"clerical employee, unqualified, female," means a female clerical employee who has had less than three years experience as a clerical employee;

"confectionery" without limiting its ordinary meaning, includes rolls, kitkes, cakes, hand-made biscuits, pastries, rusks, pasties, pies, sausage rolls, scones, buns and yeast raised goods other than bread;

"Council" means the Industrial Council for the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, registered in terms of the Industrial Conciliation Act, 1956;

"counterhand" means an employee, other than a cashier, who is wholly or mainly engaged at a counter in selling bread and/or confectionery, making up orders and receiving cash;

"counterhand, qualified, female" means a female counterhand who has had not less than three years experience;

"counterhand, unqualified, female" means a female counterhand who has had less than three years experience;

"counterhand, qualified, male" means a male counterhand who has had not less than five years experience;

"counterhand, unqualified, male" means a male counterhand who has had less than five years experience;

"decorator icer" means an employee exclusively employed in ornamenting or icing wedding cakes, birthday cakes and christening cakes;

"delivery employee" means an employee, other than a van salesman or van salesman's assistant, who delivers, from an establishment, bread and/or confectionery on foot or by means of a bicycle, tricycle or handpropelled vehicle or any type of two or three wheeled motor-cycle and who may collect cash in the case of C.O.D. sales and accept written orders and who may canvass for orders;

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

"assistant despatch clerk" means an employee who, under the supervision of an employer, foreman, journeyman or despatch clerk is engaged in receiving, checking, assembling and/or packing bread and/or confectionery for despatch or delivery from an establishment and includes an employee who sells the establishment's products to members of the staff;

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

"driver" means an employee, other than a van salesman, who is engaged in driving a motor vehicle, other than a motor cycle, motor tricycle, motor scooter or similar vehicle for the following purposes:

- (a) Collecting, transporting or delivering stores of any type, including spare parts for machinery or vehicles, and/or empty trays and/or containers;
- (b) transporting bread and/or confectionery between any two or more bakeries and/or vans owned by the same employer;
- (c) transporting bread and/or confectionery packed in sealed or locked containers to a railway station for despatch to customers.

"ketelbediener" 'n werknemer wat onder algemene toesig die waterstand en stoomdruk in 'n ketel handhaaf en wat die vuur in sodanige ketel kan hark, stook en uithaal;

"brood", sonder om die gewone betekenis daarvan in te kort, ook balletjies, rolletjies en luuksebrood;

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

"klerk" 'n werknemer wat skryf-, tik-, liasseer of enige ander vorm van klerklike werk verrig en dit sluit ook 'n kassier en telefonis in, maar nie 'n fabrieksklerk, voorman of inspekteur, of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van die werk van sodanige werknemer kan uitmaak.

"klerk, gekwalifiseer, man," 'n manlike klerk met minstens 5 jaar ondervinding as klerk;

"klerk, ongekwalifiseer, man," 'n manlike klerk met minder as 5 jaar ondervinding as klerk;

"klerk, gekwalifiseer, vrou," 'n vroulike klerk met minstens 3 jaar ondervinding as klerk;

"klerk, ongekwalifiseer, vrou," 'n vroulike klerk met minder as 3 jaar ondervinding as klerk.

"banket", sonder om die gewone betekenis daarvan in te kort, ook rolletjies, kitkes, koeke, handgemaakte beskuitjies, gebak, beskuit, vleispastytjies, pasteie, worsrolletjies, botterkoekies en goedere wat met suurdeeg rys, uitgesonderd brood;

"Raad" die Nywerheidsraad vir die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, wat ingevolge die bepaling van die Wet op Nywerheidsversoening, 1956, geregistreer is;

"toonbankassistent", 'n werknemer, uitgesonderd 'n kassier, wat uitsluitlik of hoofsaaklik brood en/of banket oor 'n toonbank verkoop, bestellings opmaak en kontant ontvang;

"toonbankassistent, gekwalifiseer, vrou," 'n vroulike toonbankassistent met minstens drie jaar ondervinding;

"toonbankassistent, ongekwalifiseer, vrou," 'n vroulike toonbankassistent met minder as drie jaar ondervinding;

"toonbankassistent, gekwalifiseer, man," 'n manlike toonbankassistent met minstens 5 jaar ondervinding;

"toonbankassistent, ongekwalifiseer, man," 'n manlike toonbankassistent met minder as 5 jaar ondervinding;

"koekverfraai-versierder" 'n werknemer wat uitsluitlik troukoeke, verjaardagkoeke en doopkoeke verfraai of versier;

"besteller" 'n werknemer, uitgesonderd 'n bestelwaverkoopsman of 'n bestelwaverkoopsman se assistent, wat brood en/of banket te voet of met 'n fiets, driewiel of handvoertuig of enige tipe twee- of driewielmotorfiets, uit 'n bedryfsinrigting aflewer, wat kontant vir K.B.A.-verkope mag invorder, skriftelike bestellings aanneem en bestellings mag vra;

"versendingsklerk" 'n werknemer wat algehele beheer het oor voorrade of afgewerkte produk en wat verantwoordelik is vir die ontvangs, obergang, uitreiking, nagaan, byeenbring en verpakking van brood en/of banket;

"assistent-versendingsklerk" 'n werknemer wat onder die toesig van 'n werkgewer, voorman, vakman of versendingsklerk, brood en/of banket vir versending of aflewering uit 'n bedryfsinrigting ontvang, nagaan, byeenbring en/of verpak en dit sluit ook 'n werknemer in wat die produkte van die bedryfsinrigting aan lede van die personeel verkoop;

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

"voertuigbestuurder" 'n werknemer, uitgesonderd 'n bestelwaverkoopsman, wat 'n motorvoertuig, uitgesonderd 'n motorfiets, motordriewiel, bromponie of soortgelyke voertuig vir ondervermelde doeleindes bestuur:—

- (a) die afhaal, vervoer of aflewering van alle soorte voorrade, met inbegrip van onderdele vir masjinerie of voertuie, en/of leë panne en/of houters;
- (b) die vervoer van brood en/of banket tussen enige twee of meer bakkerye en/of bestelwaens wat aan dieselfde werkgewer behoort;
- (c) die vervoer van brood en/of banket wat in verseelde of gesluite houters verpak is, na 'n spoorwegstasie vir versending aan klante;

"experience" means in relation to a factory clerk, despatch clerk, assistant despatch clerk, or van salesman, the total period or periods of employment which an employee has had in his class of employment in the Baking and/or Confectionery Industry;

"factory clerk" means an employee other than a clerical employee, storeman or packer, who is wholly or mainly engaged in one or more of the following operations:—

- (a) Issuing, checking and/or recording labels and/or raw materials;
- (b) assembling orders and rough invoicing;
- (c) recording quantities and/or weight of goods consumed;
- (d) weighing goods (other than on a set scale);
- (e) recording the times worked by employees under supervision and direction of the foreman;
- (f) operating a copying, duplicating, addressograph or photostatic machine;
- (g) sorting and/or filing factory records;
- (h) recording containers and/or quantities of unsold bread and/or confectionery, returned to the establishment by van salesman;

and generally assisting a storeman or despatch clerk, and includes an employee who is responsible for receiving, checking and recording the off-loading of goods;

"foreman" means an employee who is in charge of the other employees on a shift, who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"grade I employee" means an employee, other than a journeyman, who under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Controlling the loading and unloading of bread and confectionery into ovens by use of a peel;
- (2) decorating and icing cakes other than birthday cakes, christening cakes and wedding cakes;
- (3) mixing ingredients to make dough for bread and/or confectionery;
- (4) regulating temperatures of ovens for the baking of bread and/or confectionery;
- (5) baking bread and/or confectionery.

"grade II employee" means an employee, other than a journeyman, who under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Moulding, shaping and plaiting dough by hand;
- (2) operating any mechanically operated machine used in the making of bread and/or confectionery (not specifically covered by the duties of a grade III employee);
- (3) weighing and/or dropping batter into receptacles for baking;
- (4) finishing custard slices, cream slices or similar confectionery slices;
- (5) operating any mechanically operated slicing or wrapping machine.

"grade III employee" means an employee, other than a journeyman, who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Baking by means of a hot plate;
- (2) cooking doughnuts or meat and/or vegetables;
- (3) rough assembling;
- (4) cutting back or knocking back dough;
- (5) cutting of baked cakes into shapes by means of a template;
- (6) cutting or splitting and filling buns, doughnuts, etc.;
- (7) operating by hand, bun dividers, pie machines, hand-filling machines, pastry brakes or other similar machines;
- (8) greasing and oiling machines and/or vehicles;
- (9) wrapping individual articles of confectionery by hand;
- (10) labelling and wrapping parcels;
- (11) continuous loading and unloading of mechanical ovens;
- (12) receiving dough and placing it into baking tins and/or receptacles;
- (13) tipping dough by mechanical means;
- (14) finishing snowballs, and/or icing buns, queen cakes, doughnuts and Danish pastry;

„ondervinding" met betrekking tot 'n fabrieksklerk, versendingsklerk, assistent-versendingsklerk, of bestelwaverkoopsman, die volle dienstermyn of -termyn wat 'n werknemer in sy werksklas in die Bak- en/of Banketnywerheid uitgedien het;

„fabrieksklerk" 'n werknemer, uitgesonderd 'n klerk, 'n pakhuysman of 'n verpakker, wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:—

- (a) Uittrek, nagaan en/of aanteken van etikette en/of onbewerkte materiaal;
- (b) bestellings byeenbring en voorlopig faktureer;
- (c) die hoeveelhede en/of die gewig van verbruikte goedere aanteken;
- (d) goedere weeg (uitgesonderd op 'n gestelde skaal);
- (e) die tye gewerk deur werknemers, onder die toesig en die bestuur van die voorman, aanteken;
- (f) 'n kopieer-, afdruk-, adresseer-, of fotostatmasjiën bedien;
- (g) sortering en/of liassering van fabriekregisters;
- (h) boekhou van houters en/of hoeveelhede onverkoopte brood en/of banket, wat deur bestelwaverkoopsmanne aan die bedryfsinrigting terugbesorg word;

en oor die algemeen 'n pakhuisman of versendingsklerk help, en dit sluit ook 'n werknemer in wat verantwoordelik is vir die ontvangs, nagaan en aanteken van goedere wat afgelaai word;

„voorman" 'n werknemer wat aan die hoof staan van die werknemers op 'n skof, wat beheer uitoefen oor sodanige werknemers, en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

„graad I-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van die volgende pligte verrig:—

- (1) Die voer van brood en banket in en die verwydering daarvan uit oonde deur middel van 'n bakkersgraaf beheer;
- (2) koeke, uitgesonderd verjaardagkoeke, doopkoeke en troukoeke, verfraai en versier;
- (3) bestanddele meng vir die maak van deeg;
- (4) oondtemperatuur vir die bak van brood en/of banket reguleer;
- (5) brood en/of banket bak;

„graad II-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman een of meer van ondergenoemde pligte verrig:—

- (1) deeg met die hand vorm, fatsoeneer en vleg;
- (2) enige meganiese aangedrewe masjiën bedien wat gebruik word by die maak van brood en/of banket (wat nie spesifiek gedek word deur die pligte van 'n graad III-werknemer nie);
- (3) koekbeslag in houters inweeg en/of invoeg om gebakte word;
- (4) vla-, room- of soortgelyke banketskyfies afwerk;
- (5) enige meganiese aangedrewe sny- of toedraaimasjiën bedien;

„graad III-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van die volgende pligte verrig:—

- (1) Deur middel van 'n warm plaat bak;
- (2) oliebolle of vleis en/of groente kook;
- (3) voorlopige byeenbring;
- (4) deeg terugsnij of terugvou;
- (5) gebakte koeke in vorms sny deur middel van 'n patroonsnyer;
- (6) bolletjies, oliebolle, ens., oopsny of deursny en vul;
- (7) bolletjiesverdelers, pasteitertmasjiene, handvulmasjiene, tertdeegrollers, of ander soortgelyke masjiene met die hand bedien;
- (8) masjiene en/of voertuie olie en smeer;
- (9) individuele stukke banket met die hand toedraai;
- (10) pakkette etiketteer en toedraai;
- (11) meganiese oonde ononderbroke voer en leegmaak;
- (12) deeg ontvang en dit in bakpanne en/of houters plaas;
- (13) deeg met 'n meganiese toestel uitkantel;
- (14) sneeballe afwerk en/of bolletjies, korentekoeke, oliebolle en Deense gebak versier;

- (15) weighing to a set scale or measure and/or by means of a scale with a marked dial;
- (16) repairing punctures and inflating tyres;
- (17) repairing bicycles;
- (18) making and repairing baking tins;
- (19) sorting, repairing, ironing and/or steam-pressing protective clothing;
- (20) sorting and/or checking uniforms and/or bicycles;
- (21) sieving by mechanical means;
- (22) assembling cardboard containers;
- (23) beating and/or whisking and/or stirring by hand;
- (24) carrying, stacking and pushing;
- (25) cleaning and stoning fruit;
- (26) cleaning, sorting, cracking or grinding nuts;
- (27) cleaning premises, vans, workshops, vegetables and other articles;
- (28) cooking rations or making tea, coffee or similar beverages;
- (29) cutting up meat by hand;
- (30) counting empty bags, bread or confectionery, but not for the execution of orders;
- (31) delivering letters or messages;
- (32) feeding dough to a hopper or chute;
- (33) feeding dough to a rounder or moulder;
- (34) filling flour to bins, containers, mixing machines or elevators;
- (35) sieving of dry ingredients by hand;
- (36) gardening, hoeing, raking, digging, shovelling, cutting and planting;
- (37) greasing or preparing for use, or washing or cleaning trays, tins, pans, boxes, machines, utensils, flues, smokestacks and soot boxes or other articles;
- (38) lime washing walls and structures;
- (39) lining of cake frames with paper;
- (40) loading and unloading;
- (41) opening and closing cocks and valves;
- (42) operating push buttons or similar switches;
- (43) placing tins, bread, confectionery or other articles onto a conveyer;
- (44) loading and/or unloading a final prover;
- (45) preparing, carrying and feeding fuel to furnaces;
- (46) removing refuse and ashes;
- (47) sealing cartons and cardboard containers;
- (48) sprinkling poppy seeds, nuts, sugar and other ingredients onto bread and/or confectionery;
- (49) separating whites of eggs from yolks;
- (50) washing, cleaning and cracking eggs;
- (51) washing of bread and/or confectionery with water or other fluid;
- (52) washing protective clothing, etc.;
- (53) docking and notching;
- (54) placing confectionery items into ready-made packets or bags and sealing same;
- (55) placing finished confectionery into paper cups;
- (56) placing labels on dough and/or confectionery and/or boxes, tins, etc.;
- (57) placing into or removing from small ovens, by hand, pans of confectionery, without the use of a peel; and loading bread and/or confectionery onto a peel head, under the supervision of a foreman, a journeyman or a Grade I employee, provided that the Grade III employee, in no way, is responsible for baking the products;
- (58) operating a goods lift;
- (59) demolishing buildings and/or structures, digging and/or shovelling;
- (60) mixing, spreading or placing of mortar, concrete, stone or bitumen;
- (61) testing batteries;

"Handyman" means an employee other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings, or other equipment, and making small accessories appertaining thereto;

"journeyman" means an employee employed in the trade of baker and/or confectioner who has completed a contract of apprenticeship recognized by the Council or an employee who is over 21 years of age and is in possession of a certificate of competency, recognized or issued by the Council, enabling him to be employed as a journeyman;

- (15) met 'n gestelde skaal of maat en/of 'n skaal met 'n gemerkte wyserplaat weeg;
- (16) lekke in bande heelmaak en bande oppomp;
- (17) fietse heelmaak;
- (18) bakpanne maak en heelmaak;
- (19) beskermende klere sorteer, heelmaak, stryk en/of met stoom pers;
- (20) uniforms en/of fietse sorteer en/of nagaan;
- (21) met 'n meganiese toestel sif;
- (22) kartonhouers inmeekaarsit;
- (23) met die hand klits en/of klop en/of roer;
- (24) dra, opmeekaarstapel en stoot;
- (25) vrugte skoonmaak en die pitte daaruit haal;
- (26) neute skoonmaak, sorteer, kraak of maal;
- (27) persele, bestelwaens, werksinkels, groente en ander artikels skoonmaak;
- (28) rantsoene kook, of tee, koffie of soortgelyke drank maak;
- (29) vleis met die hand opsnij;
- (30) leë sakke, brood of banket tel maar nie vir die uitvoering van bestellings nie;
- (31) briewe of boodskappe aflewer;
- (32) deeg in 'n stortbak of stortgeut voer;
- (33) deeg in 'n bol- of vormmasjiene voer;
- (34) blikke, houers, mengmasjiene of hystoestelle met meel vul;
- (35) droë bestanddele met die hand sif;
- (36) tuinmaak, skoffel, hark, spit, met 'n skopgraaf werk, sny en plant;
- (37) platbakke, blikke, panne, dose, masjiene, gerei, skoorsteengange, skoorsteenpype en roetvangers of ander artikels smeer of vir gebruik berei of was of skoonmaak;
- (38) mure en strukture afwit;
- (39) koekrame met papier uitvoer;
- (40) laai en aflaai;
- (41) krane en kleppe oop- en toemaak;
- (42) drukknoopies of soortgelyke skakelaars bedien;
- (43) blikke, brood, banket of ander artikels op 'n vervoerband plaas;
- (44) blikke in 'n finale rysoond voer, of daaruit verwyder;
- (45) brandstof vir oonde in gereedheid bring, en daarheen dra en daarin voer;
- (46) afval en as verwyder;
- (47) kartonne en kartonhouers verseël;
- (48) papawersaad, neut, suiker en ander bestanddele oor brood en/of banket strooi;
- (49) die wit van eiers van die geel skei;
- (50) eiers was, skoonmaak en oopbreek;
- (51) brood en/of banket met water en/of 'n ander vloeistof was;
- (52) beskermende klere, ens., was;
- (53) afsny en inkeep;
- (54) stukke banket in klaargemaakte pakkies of sakkies plaas en dit verseël;
- (55) afgewerkte banket in papierhouers plaas;
- (56) etikette op deeg en/of banket en/of dose, blikke, ens., aanbring;
- (57) panne banket met die hand in klein oonde plaas of dit daaruit haal sonder om 'n bakkersgraaf te gebruik; en brood en/of banket onder die toesig van 'n voorman, vakman of 'n graad I-werknemer op 'n bakkersgraafkop laai, met dien verstande dat die graad III-werknemer onder geen omstandighede verantwoordelik vir die bak van die produkte is nie;
- (58) 'n goederehyser bedien;
- (59) geboue en/of strukture sloop, met 'n skopgraaf spit en/of werk;
- (60) dagha, beton, klip of asfalt meng, strooi of plaas;
- (61) batterye toets;

„faktotum" 'n werknemer, uitgesonderd 'n werktuigkundige, wat minder belangrike verstellings en herstelwerk aan masjinerie, installasie, geboue of ander uitrusting doen en klein bybehore wat daarby behoort, maak;

„vakman" 'n werknemer wat in die brood- en/of banket-bakkersambag in diens is en wat 'n vakleerlingkontrak wat deur die Raad erken word, voltooi het, of 'n werknemer wat ouer is as 21 jaar en wat in besit is van 'n vaardigheid-sertifikaat wat deur die Raad erken of uitgereik is en wat hom in staat stel om as 'n vakman in diens geneem te word;

"mechanic or artisan" means an employee, other than a baker or confectioner, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (1) or section 7 (3) of the said Act;

"night shift" means, for purposes of leave qualification (in terms of clause 8 (1) (b) of this Agreement), a shift, the major portion of which falls between the hours of 10 p.m. and 6 a.m.;

"overseer" means an employee who supervises the van salesmen of an establishment in all their duties and in the efficient delivery of bread and/or confectionery to customers and who may be required to—

- (a) receive complaints from customers and report to the appropriate person, and/or
- (b) ensure that the health regulations are observed and the cleanliness of the vans is maintained;

"assistant overseer" means an employee who assists the overseer in his duties;

"overtime" means any time worked in excess of the hours prescribed in sub-clauses (1) and (6) of clause 7;

"rough assembling" means work done by an employee counting and stacking bread and/or confectionery under the direction of a despatch clerk or an assistant despatch clerk and whose work shall be checked by a despatch clerk or an assistant despatch clerk for the execution of orders;

"storeman" means an employee who takes charge of, receives and/or issues the materials or articles used in an establishment in the Baking and/or Confectionery Industry;

"van" means an animal drawn or motor vehicle, other than any two or three wheeled cycle, used for the delivery of bread and/or confectionery;

"van salesman" means an employee who is in charge of a van delivering bread and/or confectionery to shops and/or tea rooms and/or caterers and/or householders, and/or who is responsible for the loading and/or off-loading of such van and/or for the delivery and/or sale of such bread and/or confectionery and/or the cash proceeds thereof and/or for the cleanliness of his van and/or equipment, and who may in addition drive the van and/or canvass orders;

"van salesman's assistant" means an employee who accompanies a van salesman on his rounds and assists him in his duties other than driving a van;

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

4. REMUNERATION

(1) The minimum rates at which remuneration, which includes cost-of-living allowance as prescribed in War Measure No. 43 of 1942, as amended, shall be paid by an employer to each member of the undermentioned classes of employees, shall be as follows, provided that, if, at any time, the allowances paid in terms of the said War Measure are increased, any such increase shall be added to the rates of remuneration hereinafter provided:—

Class of Employee	Rate per Week
Foreman	R36.00
Journeyman	R28.00
Mechanic or Artisan	R26.00
Decorator-Icer	
On engagement	R16.00
After one year's service	R24.00
Overseer	R26.00
Assistant Overseer	R23.00
Factory Clerk	
During first year of experience	R12.00
Thereafter	R15.00
Clerical Employee, Cashier, Storeman, Counterhand	
Female qualified	R18.00
During first year of experience	R11.00
During second year of experience	R13.00
During third year of experience	R15.00

„werktuigkundige of ambagsman" 'n werknemer, uitgesonderd 'n bakker of banketbakker, wat die werk doen wat gewoonlik deur 'n geskoolde vakman verrig word, en by die toepassing van hierdie omskrywing word daar met die uitdrukking „geskoolde ambagsman" 'n persoon bedoel wat sy leertyd gedien het in 'n ambag wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur kragtens of artikel 2 (7) of artikel 7 (3) van die gemelde Wet aan hom uitgereik het;

„nagskof", vir die doel van kwalifisering vir verlof (kragtens klousule 8 (1) (b) van hierdie Ooreenkoms), 'n skof waarin die grootste gedeelte tussen 10-uur nm. en 6 uur vm. afgelê word;

„opsiener" 'n werknemer wat toesig hou oor die bestelwaverkoopsmanne van 'n bedryfsinrigting ten opsigte van al hul pligte en van die doeltreffende aflewering van brood en/of banket aan klante, en van wie daar verlang kan word dat hy—

- (a) klagtes van klante aanhoor en dit aan die regte persoon rapporteer, en/of
- (b) verseker dat die gesondheidsregulasies in ag geneem en die sindelikheid van die afleweringswaens gehandhaaf word;

„assistent-opsiener" 'n werknemer wat die opsiener by sy pligte behulpsaam is;

„oortyd" alle tyd wat daar meer gewerk word as die ure wat in klousule 7 (1) en (5) voorgeskryf word;

„voorlopige byeenbring" die pligte uitgevoer deur 'n werknemer wat onder die toesig van 'n versendingsklerk of assistentverpakkingsklerk brood en/of banket tel en verpak en wie se werk vir die uitvoer van bestellings nagegaan word deur 'n versendingsklerk of assistent-verpakkingsklerk;

„pakhuisman" 'n werknemer wat vir materiale of artikels, wat deur 'n bedryfsinrigting in die Bak- en Banketnywerheid gebruik word, verantwoordelik is;

„bestelwa" 'n bespanne of motorvoertuig, uitgesonderd 'n twee- of driewielers, wat gebruik word om brood en/of banket af te lewer;

„bestelwaverkoopsman" 'n werknemer wat verantwoordelik is vir 'n bestelwa waarmee brood en/of banket aan winkels en/of kafees en/of spyseniers en/of huishouders afgelewer word, en/of verantwoordelik is vir die laai en/of aflaai van sodanige bestelwa en/of vir die aflewering en/of verkoop van sodanige brood en/of banket en/of die kontantopbrengs daarvan en/of vir die skoon hou van sy bestelwa en/of toerusting en wat daarbenewens die bestelwa mag bestuur en bestellings mag vra;

„bestelwaverkoopsman se assistent" 'n werknemer wat 'n bestelwaverkoopsman op sy rondes vergesel en hom in sy pligte behulpsaam is, maar wat nie 'n bestelwa mag bestuur nie;

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

4. BESOLDIGING

(1) Die minimum besoldiging, met inbegrip van die lewenskostoelae soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, wat 'n werkgewer aan elke lid van ondervermelde klasse werknemers moet betaal, is soos volg: Met dien verstande dat indien die toelae wat ingevolge genoemde Oorlogsmaatreël betaal word, te eniger tyd verhoog word, sodanige verhoging by die besoldiging waarvoor hieronder voorsiening gemaak word, getel moet word:—

Klas werknemer	Loon per week
Voorman	R36.00
Vakman	R28.00
Werktuigkundige of ambagsman	R26.00
Koekverfraaier/versierder	
By indiensneming	R16.00
Na een jaar diens	R24.00
Opsiener	R26.00
Assistent-opsiener	R23.00
Fabrieksklerk	
Gedurende eerste jaar ondervinding	R12.00
Daarna	R15.00
Klerk, kassier, pakhuisman, toonbankassistent	
Vrou, gekwalifiseer	R18.00
Gedurende eerste jaar ondervinding	R11.00
Gedurende tweede jaar ondervinding	R13.00
Gedurende derde jaar ondervinding	R15.00

Class of Employee	Rate per Week
Clerical Employee, Cashier, Counterhand, Storeman	
Male qualified	R25.00
During first year of experience	R13.00
During second year of experience	R15.00
During third year of experience	R17.00
During fourth year of experience	R19.00
During fifth year of experience	R21.00
Despatch Clerk	
During first year of experience	R20.00
Thereafter	R24.00
Assistant Despatch Clerk	
During first year of experience	R12.00
Thereafter	R15.00
Grade I Employee	R13.00
Grade II Employee	R11.50
Grade III Employee	
18 years of age or over	
During first year of experience	R 8.50
Thereafter	R 9.00
Under 18 years of age	R 6.00
Handyman	R16.00
Driver	R15.00
Van Salesman	
During first year of experience	R16.00
During second year of experience	R18.00
Thereafter	R22.00
Van Salesman's Assistant	
Under 18 years of age	R 6.00
18 years of age or over	
On engagement	R 8.50
After one year's service	R 9.00
Delivery Employee	
Delivery on foot, bicycle, tricycle or hand-propelled vehicle	
On engagement	R 8.50
After one year's service	R 9.00
Delivery by two or three-wheeled motor cycle up to 250 c.c.	R11.00
Delivery by two or three-wheeled motor cycle over 250 c.c.	R12.00
Boiler Attendant	R10.00
Watchman	R 9.50
Employees not elsewhere specified	R10.00

Provided that a night shift allowance, calculated at 10 per cent of the ordinary rate of remuneration of the employee concerned, shall be paid for all hours actually worked between 10 p.m. and 6 a.m. provided that the shift starts before 4 a.m.

Provided that a grade III employee engaged in removing, emptying, cleaning or replacing sanitary pails, shall be paid the sum of twenty-five cents per week in addition to the weekly wage prescribed for a Grade III employee.

For the purposes of this sub-clause, "service" shall mean continuous service in a particular grade and with the same employer or establishment and the service allowance shall not be transferable on leaving employment with that employer or establishment.

Casual Employee.—A casual employee shall be paid in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage prescribed for an employee of the same sex or age who performs the same class of work as the casual employee is required to do: Provided that, where a casual employee is required to work for a period of not more than 4 consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

Apprentices.—The minimum rate of remuneration of an apprentice shall be calculated in accordance with the following scale:—

- During first year of contract:
 - @ 45% of the rate for a Journeyman
- During second year of contract:
 - @ 60% of the rate for a Journeyman
- During third year of contract:
 - @ 75% of the rate for a Journeyman
- During fourth year of contract:
 - @ 90% of the rate for a Journeyman

(2) **Basis of Contract.**—For the purpose of this clause the basis of Contract of employment of an employee other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 5 (5), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether or not he has in that week worked the maximum number of ordinary hours prescribed in sub-clauses (1) and (6) of clause 7.

Klas werknemer	Loon per week
Klerk, kassier, toonbankassistent, pakhuishman	
Man, gekwalifiseer	R25.00
Gedurende eerste jaar ondervinding	R13.00
Gedurende tweede jaar ondervinding	R15.00
Gedurende derde jaar ondervinding	R17.00
Gedurende vierde jaar ondervinding	R19.00
Gedurende vyfde jaar ondervinding	R21.00
Versendingsklerk	
Gedurende eerste jaar ondervinding	R20.00
Daarna	R24.00
Assistent-versendingsklerk	
Gedurende eerste jaar ondervinding	R12.00
Daarna	R15.00
Graad I-werknemer	R13.00
Graad II-werknemer	R11.50
Graad III-werknemer	
18 jaar of ouer	
Gedurende eerste jaar ondervinding	R8.50
Daarna	R9.00
Jonger as 18 jaar	R6.00
Faktotum	R16.00
Voertuigbestuurder	R15.00
Bestelwaverkoopsman	
Gedurende eerste jaar ondervinding	R16.00
Gedurende tweede jaar ondervinding	R18.00
Daarna	R22.00
Bestelwaverkopersassistent	
Jonger as 18 jaar	R6.00
18 Jaar of ouer	
By indiensneming	R8.50
Na een jaar diens	R9.00
Besteller	
Aflewering te voet, per fiets, driewiel, of handvoertuig	
By indiensneming	R8.50
Na een jaar diens	R9.00
Aflewering met 'n twee- of driewiel-motorfiets tot en met 250 cm ³	R11.00
Aflewering met 'n twee- of driewiel-motorfiets van meer as 250 cm ³	R12.00
Ketelbediener	R10.00
Wag	R9.50
Werknemers nie elders gespesifiseer nie	R10.00

Met dien verstande dat daar vir alle ure wat daar tussen 10-uur nm. en 6-uur vm. gewerk word, 'n nagskoftoelae betaal moet word, bereken teen 10 persent van die gewone besoldiging van die betrokke werknemer, met dien verstande dat die skof voor 4 vm. 'n aanvang neem;

voorts met dien verstande dat 'n graad III-werknemer wat sanitêre emmers verwyder, leegmaak, skoonmaak of vervang, benewens die weeklikse loon vir 'n graad III-werknemer voorgeskryf, 'n bedrag van 25 sent per week betaal moet word.

Vir die toepassing van hierdie subklousule word daar met „diens” ononderbroke diens in 'n besondere graad en by dieselfde werkgever of bedryfsinrigting bedoel, en die diensstoelae is nie oordraagbaar wanneer 'n werknemer die diens van daardie werkgever of bedryfsinrigting verlaat nie.

Los werknemer.—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag of ouderdom, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, wanneer daar van 'n los werknemer vereis word om vir 'n tydperk van hoogstens 4 agtereenvolgende ure op 'n dag te werk, sy voorgeskrewe loon met 50 persent verminder mag word.

Vakleerlinge.—Die minimum besoldiging vir 'n vakleerling word ooreenkomstig onderstaande skaal bereken:—

- Gedurende eerste jaar van kontrak:
 - @ 45% van die tarief vir 'n vakman;
- gedurende tweede jaar van kontrak:
 - @ 60% van die tarief vir 'n vakman;
- gedurende derde jaar van kontrak:
 - @ 75% van die tarief vir 'n vakman;
- gedurende vierde jaar van kontrak:
 - @ 90% van die tarief vir 'n vakman;

(2) **Kontrakbasis.**—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens die bepalings van subklousule (3) en klousule 5 (5) moet 'n werknemer vir 'n week minstens die volle weekloon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, betaal word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat in subklousules (1) en (6) van klousule 7 voorgeskryf word, gewerk het of nie.

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

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

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

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was earning for his ordinary week: Provided that this sub-clause shall not apply where the difference between the class in terms of sub-clause (1) is based on age, experience, service or sex.

(4) *Bicycle Allowance*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay to him—

- (a) in the case of an employee, other than a casual employee, not less than 25 cents per week;
- (b) in the case of a casual employee, not less than 5 cents per day,

in addition to the wage prescribed in sub-clause (1) for an employee of his class.

(5) In this Agreement all wages prescribed are minimum wages and do not prevent the payment of higher wages, and nothing in this Agreement shall operate to reduce remuneration which was being paid to an employee prior to the date of this Agreement.

(6) No employer shall pay to any employee engaged on any class of work, for which a rate of remuneration is herein prescribed, wages lower than those stated against such classes, and no employee shall accept wages lower than those stated against such classes.

5. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid in cash weekly during employees' working hours, provided that, where an employer and an employee agree, remuneration may be paid fortnightly or monthly, in which event the fortnightly or monthly remuneration payable shall be not less than the weekly wage multiplied to two or four and one-third respectively.

The remuneration due to each of the employees shall be contained in a sealed envelope or container on which shall be reflected or which shall be accompanied by a statement showing the employer's name and employee's name or number, payments for ordinary time, overtime, Sunday pay and holiday pay and the amount of authorized deductions.

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

(3) *Board and Lodging*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge with him or any other person or at any place nominated by him.

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

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

- (a) With the consent of the employee, deductions for holiday, sick insurance, provident, pension funds, or any taxes due in terms of the Bantu Taxation and Development Act, No. 41 of 1925, as amended;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) Levies in terms of clause 16 of this Agreement;
- (d) a deduction of any amount which an employer, by law or any order of any competent court is required or permitted to make;
- (e) when an employee has agreed to board or lodge with his employer, a deduction not exceeding the amount specified hereunder shall be made:—

(3) *Differensiële loon*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam 1 uur op enige dag, hetsy benewens sy eie werk, of in die plek daarvan, werk verrig van 'n ander klas waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas;
- (b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir so 'n dag die volgende betaal—

- (i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het: Met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding, diens of geslag berus.

(4) *Fietstoelae*—'n Werkgewer wat van 'n werknemer vereis dat hy by die uitvoering van sy pligte sy eie fiets moet gebruik, moet hom soos volg betaal—

- (a) in die geval van 'n ander werknemer as 'n los werknemer, minstens 25c per week;
- (b) in die geval van 'n los werknemer, minstens 5c per dag, benewens die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) Al die lone wat in hierdie Ooreenkoms voorgeskryf word, is minimum lone en belet nie die betaling van hoër lone nie en niks in hierdie Ooreenkoms het die uitwerking dat dit die besoldiging wat vóór die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

(6) Geen werkgewer mag aan 'n werknemer in diens in enige klas werk waarvoor 'n sekere besoldiging hierin voorgeskryf word, laer lone betaal as wat teenoor sodanige klasse genoem is nie, en geen werknemer mag lone aanneem wat laer is as dié wat vir sodanige klasse genoem is nie.

5. BETALING VAN BESOLDIGING

(1) Besoldiging moet gedurende die werknemers se werkure weekliks in kontant betaal word; met dien verstande dat, wanneer 'n werkgewer en 'n werknemer aldus ooreenkom, besoldiging tweewekliks of maandeliks betaal mag word, en in so 'n geval moet die tweeweklikse of maandelikse besoldiging wat betaalbaar is, minstens die weekloon wees vermenigvuldig onderskeidelik met twee of vier en een derde.

Die besoldiging wat aan elkeen van die werknemers verskuldig is, moet in verseëlde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop die werkgewer se naam en die werknemer se naam of nommer, die betaling vir gewone tyd, oortyd, Sondagbetaling en vakansiebetaling en die gemagtigde bedrae wat afgetrek word gemeld word.

(2) *Koop van goedere*—'n Werkgewer mag nie vereis dat 'n werknemer van hom of van 'n winkel deur hom aangewys, goedere koop nie.

(3) *Etes en huisvesting*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer van hom of van 'n ander persoon of plek deur hom aangewys, etes of huisvesting ontvang nie.

(4) *Premies*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal, of deur hom aangeneem word nie.

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

- (a) Met die toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorg- en pensioen-fonds of belasting wat ingevolge die Bantoe Belasting en Ontwikkelings Wet, No. 41 van 1925, soos gewysig, verskuldig is;
- (b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n 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 sy afwesigheid en bereken op die grondslag van die besoldiging wat so 'n werknemer ten tyde daarvan vir sy gewone werkure ontvang het;
- (c) heffings ingevolge klousule 16 van hierdie Ooreenkoms;
- (d) 'n bedrag wat 'n werkgewer regtens of ooreenkomstig 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (e) wanneer 'n werknemer ingestem het om etes of huisvesting van sy werkgewer te ontvang, 'n bedrag wat hoogstens gelyk is aan onderstaande bedrae:—

	Per Week	Per Month
(i) Board	R0.85	R3.68
(ii) Lodging	R0.40	R1.73
(iii) Board and Lodging ...	R1.25	R5.41

(f) with the written consent of the employee, deductions for subscriptions to a trade union registered in terms of the Act.

6. PROPORTION OR RATIO OF EMPLOYEES

- (1) In every establishment at least one foreman and one journeyman shall be employed on every shift.
 - (2) There shall be employed one foreman and one journeyman on every shift before a Grade I employee may be employed: Provided that a journeyman may be employed in preparing dough for a period not exceeding four hours before the commencement of the normal shift, such journeyman being permitted to cease work the equivalent number of hours before the end of the normal shift.
 - (3) For each foreman and each journeyman an employer may employ not more than three grade I employees.
 - (4) For the purpose of sub-clause (1), an employer who is wholly or mainly engaged in his own establishment as a foreman may be reckoned as such provided he has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is engaged.
 - (5) Not more than one member of any firm or partnership shall, for the purpose of this clause be considered as an employer.
 - (6) An employer must employ one full-time overseer before assistant overseers can be employed.
 - (7) An employer shall not employ an unqualified male or female clerical employee unless he has in his employ a qualified male or female clerical employee and for each three or part of three qualified male or female clerical employees employed, not more than two unqualified male or female clerical employees may be employed.
- For the purpose of this clause—
- (a) An unqualified male or female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male or female clerical employee may be reckoned as a qualified male or female clerical employee respectively, and a qualified female clerical employee receiving not less than the wages prescribed in clause 4 (1) for a qualified male clerical employee, may be reckoned as such.
 - (b) An employer who is wholly or mainly engaged in performing the work of a clerical employee may be deemed to be a qualified male or female clerical employee.
- (8) A van salesman shall not be in charge of nor responsible for more than one van.
 - (9) For the purpose of the proportion or ratio of employees as provided for under this clause, a foreman and journeyman who are away on annual leave or on sick leave shall be deemed to be present on a shift provided the foreman and the journeyman are not absent at the same time.

7. ORDINARY HOURS OF WORK AND OVERTIME

- (1) The ordinary hours of work of overseers, assistant overseers, van salesmen, van salesmen's assistants, delivery employees and general assistants, engaged in the delivery of bread and/or confectionery shall not exceed forty-eight in a week of not more than six working days, and the ordinary hours of work in any one day shall not exceed ten, excluding meal hours.
- (2) For the purposes of delivery, sale, supply, dealing in, removal, transfer, transportation, disposal or handing over of bread and/or confectionery, no employer engaged and no person employed in the Baking and/or Confectionery Industry shall leave the establishment before 6 a.m. and after 4 p.m. on Mondays to Saturdays inclusive and all persons referred to in this sub-clause shall return to the establishment by 5 p.m. on Mondays to Saturdays inclusive.
- (3) (a) No employer engaged and no persons employed in the Baking and/or Confectionery Industry in the Magisterial District of Durban shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—
 - (i) south of a straight line running through the Illovo River Bridges and Odidini;
 - (ii) west of a straight line running between Odidini and Umbumbulu;
 - (iii) north-west of straight lines running between Umbumbulu and Mariannhill—Mariannhill and Sarnia Bridge—Sarnia Bridge and the junction of Jan Smuts Highway and Attercliffe Road;
 - (iv) south-west of a straight line running between Attercliffe Road and Clermont;

	Per week	Per maand
(i) Btes	R0.85	R3.68
(ii) Huisvesting	R0.40	R1.73
(iii) Btes en huisvesting ...	R1.25	R5.41

- (f) met die skriftelike toestemming van die werknemer, ledesgeld vir 'n vakvereniging wat ingevolge die Wet geregistreer is.

6. GETALLEVERHOUDING VAN WERKNEMERS

- (1) Daar moet minstens 1 voorman en 1 vakman op elke skof in elke bedryfsinrigting werksaam wees.
 - (2) Daar moet 1 voorman en 1 vakman op elke skof werksaam wees, voordat 'n graad I-werknemer op dié skof mag werk: Met dien verstande dat 'n vakman deeg vir 'n tydperk van hoogstens 4 uur voor die begin van die gewone skof mag berei, en sodanige vakman toegelaat moet word om die ekwivalente getal ure vóór die einde van die gewone skof op te hou werk.
 - (3) Vir elke voorman en elke vakman mag 'n werknemer hoogstens drie graad I-werknemers in diens hê.
 - (4) By die toepassing van subklousule (1) mag 'n werkgever wat in sy eie bedryfsinrigting uitsluitlik of hoofsaaklik as 'n voorman werksaam is, as sodanig gereken word: Met dien verstande dat hy sy naam in die werk- en loonregister laat inskryf het, en die beroep waarin hy werksaam is, duidelik daarin gemeld het.
 - (5) By die toepassing van hierdie klousule moet hoogstens 1 lid van 'n firma of vennootskap geag word 'n werkgever te wees.
 - (6) 'n Werkgever moet 1 voltydse opsiener in diens hê voordat assistent-opsieners in diens geneem mag word.
 - (7) 'n Werkgever mag nie 'n ongekwalifiseerde manlike of vroulike klerk in diens neem nie, tensy hy 'n gekwalifiseerde manlike of vroulike klerk in sy diens het en vir elke drie (of deel van drie) gekwalifiseerde manlike of vroulike klerke in sy diens mag hoogstens twee ongekwalifiseerde manlike of vroulike klerke in diens geneem word.
- By die toepassing van hierdie klousule—
- (a) mag 'n ongekwalifiseerde manlike of vroulike klerk wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike of vroulike klerk voorgeskryf word, as sodanig gereken word; en mag 'n gekwalifiseerde vroulike klerk wat minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike klerk voorgeskryf word, as sodanig gereken word;
 - (b) mag 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n klerk verrig, geag word 'n gekwalifiseerde manlike of vroulike klerk te wees.
- (8) 'n Bestelwaverkoopsman mag nie in beheer geplaas word oor of verantwoordelik wees vir meer as een bestelwa nie.
 - (9) By die toepassing van die getalsverhouding van werknemers soos in hierdie klousule bepaal, word 'n voorman en 'n vakman wat met jaarlikse verlof of siekteverlof weg is, geag op 'n skof teenwoordig te wees; met dien verstande dat die voorman en die vakman nie gelyktydig afwesig mag wees nie.

7. GEWONE EN OORTYDWERKURE

- (1) Die gewone werkure van opsieners, assistent-opsieners, bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente, bestellers en algemene assistente, wat brood en/of banket aflewer, is hoogstens 48 in 'n week van hoogstens 6 werkdag, en die gewone werkure op 'n bepaalde dag is hoogstens 10 etensstye uitgesluit.
- (2) Vir die aflewering, verkoop, lewering, handel in, verwydering, oorplasing, vervoer, wegmaking of oorhandiging van brood en/of banket, mag geen werkgever wat betrokke is in, en geen persoon wat in diens is in die Bak- en/of Banketnywerheid die bedryfsinrigting vóór 6 vm. en ná 4 nm. op Maandag tot en met Saterdag verlaat nie, en al diegene wat in hierdie subklousule bedoel word moet teen 5 nm. op Maandag tot en met Saterdag na die bedryfsinrigting terugkeer.
- (3) (a) Geen werkgever wat betrokke is by en geen persoon wat in diens is in die Bak- en/of Banketnywerheid in die land-drosgebied Durban mag brood en/of banket deur middel van 'n motor of bespanne voertuig aflewer, daarin handelidryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—
 - (i) suid van 'n reguit lyn wat strek tussen die Illovorivier-brûe en Odidini;
 - (ii) wes van 'n reguit lyn wat strek tussen Odidini en Umbumbulu;
 - (iii) noordwes van reguit lyne wat strek tussen Umbumbulu en Mariannhill—Mariannhill en Sarniabrug—Sarniabrug en die aansluiting van Jan Smutshoofweg en Attercliffeweg;
 - (iv) suidwes van 'n reguit lyn wat strek tussen Attercliffeweg en Clermont;

- (v) south-west of a straight line running between Clermont and the Umzimyati Bus Rank;
- (vi) north-west of a straight line running between the Umzimyati Bus Rank and Inanda Catholic Mission;
- (vii) north of straight lines running between the Inanda Catholic Mission and the Saccharine Hotel and Umhlanga Rocks.

(b) No employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Inanda and/or Lower Tugela shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of motor or animal-drawn vehicle south of straight lines from the northern boundary of the Pinetown Magisterial District, running east to the Inanda Catholic Mission, the Inanda Catholic Mission to the Saccharine Hotel and the Saccharine Hotel to Umhlanga Rocks.

(c) No employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial Area of Pinetown shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport, any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) east of straight lines running between Odidini—Umbumbulu, Umbumbulu—Northdene Bridge, Northdene Bridge—Nelson's Quarries;
- (ii) east of straight lines running between Nelson's Quarries—Clermont, Clermont—Umzimyati Bus Rank, Umzimyati Bus Rank—Inanda Catholic Mission;
- (iii) north of a straight line running east between the northern boundary of the Pinetown Magisterial District and the Inanda Catholic Mission.

(4) No employer engaged and no person employed in the Industry shall deliver, deal in, sell, supply, dispose of, transfer, remove, transport or hand over to any person any bread and/or confectionery on a Sunday or on any public holiday specified in clause 8 (7) of this Agreement, except where such public holiday falls on a Saturday or a Monday.

(5) No employer engaged and no person employed in the Baking and/or Confectionery Industry shall deal in, sell, supply or hand over any bread and/or confectionery before 6 a.m. and after 6 p.m. on Mondays to Saturdays inclusive.

(6) For all employees other than watchmen and those specified in sub-clause (1) of this clause, the ordinary hours of work, which may involve work on a Sunday, shall not exceed forty-six 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 wage register or such other record as may be authorized 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 purposes 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 (7) and shall not exceed—

- (a) 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 eight and a half on any day, if by such extensions the ordinary hours of work do not exceed forty-six in any week;
- (b) in the case of a factory in which a five-day week is observed, nine and a quarter in any day, if by such extension the ordinary hours of work do not exceed forty-six in any week.

(7) *Meal Breaks*—An employer shall not require or permit his employee other than van salesmen, van salesmen's assistants, delivery employees, general assistants and grade III employees employed in cooking rations, to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (i) if such interval is for longer than one hour, any period in excess of 1½ hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour, except when an Agreement by virtue of proviso (iv) applies, shall be deemed to be continuous;
- (iii) in the case of van salesmen, van salesmen's assistants, delivery employees, general assistants and Grade III employees cooking rations, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day;

- (v) suidwes van 'n reguit lyn wat strek tussen Clermont en die Umzimyati-busstaanplek;
- (vi) noordwes van 'n reguit lyn wat strek tussen die Umzimyati-busstaanplek en die Katolieke Sendingstasie Inanda;
- (vii) noord van die reguit lyne wat strek tussen die Katolieke Sendingstasie Inanda en die Saccharinehotel en Umhlanga Rocks.

(b) Geen werkgewer wat betrokke is by, en geen persoon wat in diens is in die Bak- of Banketnywerheid in die landdrosgebied Inanda en/of Onder-Tugela mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, daarin handeldryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie suid van reguit lyne van die noordelike grens wat van die landdrosdistrik Pinetown af ooswaarts strek tot by die Katolieke Sendingstasie Inanda, en van die Katolieke Sendingstasie Inanda af na die Saccharinehotel, en van die Saccharinehotel af na Umhlanga Rocks.

(c) Geen werkgewer wat betrokke is by, en geen persoon wat in diens is in die Bak- en/of Banketnywerheid in die landdrosdistrik Pinetown mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, daarin handeldryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—

- (i) oos van reguit lyne wat strek tussen Odidini—Umbumbulu, Umbumbulu—Northdenebrug, Northdenebrug—Nelson's Quarries;
- (ii) oos van reguit lyne wat strek tussen Nelson's Quarries—Clermont, Clermont—Umzimyati-busstaanplek, Umzimyati-busstaanplek—Katolieke Sendingstasie Inanda;
- (iii) noord van 'n reguit lyn wat ooswaarts strek tussen die noordelike grens van die landdrosdistrik Pinetown en die Katolieke Sendingstasie Inanda.

(4) Geen werkgewer wat betrokke is in, en geen persoon wat in diens is in die Nywerheid mag brood en/of banket op 'n Sondag, of 'n openbare vakansiedag wat in klousule 8 (7) van hierdie Ooreenkoms gespesifiseer word, aflewer, daarin handeldryf, dit verkoop, lewer, wegmaak, oorplaas, verwyder, vervoer of aan enige persoon oorhandig nie, behalwe waar so 'n openbare vakansiedag op 'n Saterdag of Maandag val.

(5) Geen werkgewer wat betrokke is by en geen persoon wat in diens is in die Bak- en/of Banketnywerheid, mag vóór 6 vm. en ná 6 nm. op Maandag tot en met Saterdag in brood en/of banket handeldryf, dit verkoop, lewer of oorhandig nie.

(6) Die gewone werkure van alle werknemers, uitgesonderd 'n wag en diegene wat in subklousule (1) van hierdie klousule gespesifiseer word, wat werk op Sondae kan meebring, is hoogstens 46 in 'n bepaalde week wat hoogstens 6 werkdade het, en is onderhewig daaraan dat elke week 'n vry periode van minstens 24 opeenvolgende ure toegestaan word, welke periode duidelik in die loonregister of sodanige ander rekord wat deur 'n inspekteur gemagtig is, aangetoon word; geen werk mag normaalweg gedurende so 'n periode gedoen word nie, nog mag enige werk gedurende so 'n periode verrig, in ag geneem word by die berekening van die werknemer se aantal werkure, vir die toepassing van hierdie paragraaf. Met uitsondering van 'n ononderbroke etenspouse soos in subklousule (7) gemeld, moet die gewone daaglikse werkure van werknemers aaneenlopend en hoogstens die volgende wees—

- (a) In die geval van 'n fabriek waarin 6 dae per week gewerk word, 8 op 'n dag, tensy die ure op een dag hoogstens 5 is, en in so 'n geval mag die ure op 'n ander dag hoogstens 8½ op 'n dag wees indien meer as 46 in 'n week is nie;
- (b) In die geval van 'n fabriek waarin 5 dae per week gewerk word, 9½ op 'n dag indien sodanige verlenging nie meebring dat die gewone werkure meer as 46 in 'n week is nie.

(7) *Etenspouses*—'n Werkgewer mag nie van sy werknemer, uitgesonderd 'n bestelwaverkoopsman, bestelwaverkoopsman se assistent, besteller, algemene assistent en graad III-werknemer wat rantsoene kook, vereis of hom toelaat om 5 uur aaneen te werk sonder 'n pouse van minstens 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—

- (i) indien so 'n pouse langer as 1 uur duur, elke tydperk van meer as 1 uur en 'n kwart uur geag word gewone werkure te wees;
- (ii) werktye wat onderbreek word deur 'n pouse van minder as 1 uur, geag word aaneenlopend te wees tensy 'n ooreenkoms kragtens voorbehoudsbepaling (iv) van toepassing is;
- (iii) in die geval van bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente, bestellers, algemene assistente en graad III-werknemers wat rantsoene kook, pouses van minder as 1 uur vir etes afgestaan mag word, met dien verstande dat sodanige pouses altesaam minstens 1 uur op 'n dag is;

(iv) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and, in that event and after the employer has lodged a statement of such agreement with the Secretary of the Council, the meal interval may be so reduced.

(8) Notwithstanding the provision of sub-clauses (1) and (7), an employer may require or permit an employee to work overtime and an employee if required to work overtime shall work such overtime for a total period of not more than ten hours in any one week, subject to any extension of these hours which may be allowed by the Council; provided that no female employee shall be required or allowed to work—

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

provided further that no female employee shall be required or allowed to work overtime—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than sixty days in any year;
- (iv) after completion of her ordinary working hours on any shift for more than one hour;

unless her employer has—

- (a) given notice thereof to such employee before midday; and
- (b) provided such employee with an adequate meal before she has commenced overtime; or
- (c) paid such employee an allowance of not less than twenty cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(9) *Payment for Overtime*—An employer shall pay his employee who works overtime at a rate of not less than—

- (a) in the case of an employee, other than a casual employee, one and one-third times his weekly remuneration divided by his ordinary hours of work in respect of each hour or part of an hour in the aggregate of the overtime so worked on any day in the week;
- (b) in the case of a casual employee, one and a third times his daily remuneration divided by nine, in the case of a five-day week; or eight and a half in the case of a six-day week in respect of each hour or part of an hour so worked on any day.

Provided that where, in any week, overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) 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.

(11) The provisions of this clause shall not apply to a watchman, who shall work a six-day week and in the event of the watchman being required to work a seven-day week he shall be paid double a day's pay for the work performed on the seventh day.

(12) Managers, sub-managers, senior managerial, professional, technical and administrative personnel and foremen holding responsible positions who receive a remuneration of not less than R2,400 per annum are exempt from the provisions of sub-clauses (7) and (8) of this clause provided that this sub-clause shall not apply unless an employee has signified, in writing, his acceptance of the provisions thereof; provided further that such persons who are required or permitted to work overtime in excess of 10 hours in any week shall be paid, for such additional overtime hours, at the rate provided in sub-clause (9) (a) of this clause.

8. ANNUAL LEAVE, PUBLIC HOLIDAYS AND SUNDAYS

(1) An employee shall be entitled to, be granted and shall take, after each completed year of employment with the same employer—

- (a) in the case of a watchman, three consecutive week's leave;
- (b) in the case of an employee who works more than six months per year on night shift or more than three months consecutively on night shift, three consecutive week's leave;
- (c) in the case of every other employee, two consecutive week's leave;

on full pay and shall in respect of each week thereof be paid during the week immediately preceding the period of leave, an amount of not less than the weekly remuneration prescribed for an employee of his class in clause 4 (1) or the weekly remuneration actually paid to the employee in the case of an employee who is in receipt of wages in excess of the minimum prescribed.

(iv) 'n werkgewer met sy werknemer mag ooreenkom om die tydperk van sodanige etenspouse te verkort tot minstens 'n halfuur, en in so 'n geval mag die etenspouse aldus verkort word nadat die werkgewer sodanige ooreenkomms by die Sekretaris van die Raad ingedien het.

(8) Ondanks die bepalings van subklousules (1) en (7) mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk, en 'n werknemer moet, indien daar van hom vereis word om oortyd te werk, sodanige oortyd werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week; behoudens enige verlenging van hierdie ure wat die Raad mag toelaat; met dien verstande dat daar van geen vroulike werknemer vereis, of sy nie toegelaat mag word om—

- (i) tussen 6 nm. en 6 vm. te werk nie; of
- (ii) ná 1 uur nm. op meer as 5 dae in 'n week te werk nie;

voorts met dien verstande dat daar van geen vroulike werknemer vereis, of sy toegelaat word om—

- (i) vir meer as 2 uur op 'n dag;
- (ii) op meer as 3 agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar;
- (iv) na voltooiing van haar gewone werkure op enige skof, vir meer as 1 uur,

oortyd te werk nie, tensy die werkgewer—

- (a) so 'n werknemer voor die middag kennis daarvan gegee het; en
- (b) so 'n werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk begin het; of
- (c) so 'n werknemer 'n toelae van minstens 20c betyds betaal het om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(9) *Betaling vir oortydwerk*—'n Werkgewer moet sy werknemer wat oortyd werk, minstens die volgende betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, 1 en 'n derde maal sy weeklikse besoldiging, gedeel deur sy gewone werkure, ten opsigte van elke uur of 'n gedeelte van 'n uur oortyd wat altesaam op enige dag in die week aldus gewerk is;
- (b) in die geval van 'n los werknemer, 1 en 'n derde maal sy daaglikse besoldiging, gedeel deur 9 waar daar 5 dae per week gewerk word; of gedeel deur 8½ waar daar 6 dae per week gewerk word, ten opsigte van elke uur of gedeelte van 'n uur wat aldus op 'n dag gewerk is;

Met dien verstande dat wanneer daar in enige week 'n verskil is tussen die oortydwerk wat bereken is op 'n daaglikse grondslag, en die oortydwerk wat bereken is op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortyd gedurende die week gee, aanvaar moet word.

(10) 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.

(11) Die bepalings van hierdie klousule is nie van toepassing nie, 'n wag wat 6 dae per week moet werk, en ingeval daar van 'n wag vereis word om 7 dae per week te werk, moet hy vir die werk wat hy op die sewende dag verrig, dubbel sy dagloon betaal word.

(12) Tegniese bestuurders, onderbestuurders, senior bestuurders, professionele en administratiewe personeel en voormanne wat verantwoordelike posisies beklee en wat 'n besoldiging van minstens R2,400 per jaar ontvang, is vrygestel van die bepalings van subklousules (7) en (8) van hierdie klousule, met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer die bepalings hiervan skriftelik aanvaar het, en voorts met dien verstande dat enige persone, van wie vereis word, of wat toegelaat word om meer as 10 uur in 'n week oortyd te werk, vir sodanige addisionele oortydwerk besoldig moet word, soos in subklousule (9) (a) van hierdie klousule bepaal.

8. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werknemer is geregtig op en moet, na elke voltooiide jaar diens by dieselfde werkgewer, verlof met volle betaling gegee word op die basis soos hieronder uiteengesit, en hy moet van sodanige verlof gebruik maak.

- (a) In die geval van 'n wag, 3 agtereenvolgende weke verlof;
- (b) in die geval van 'n werknemer wat meer as 6 maande per jaar nagskof of meer as 3 maande aaneen nagskof werk, 3 agtereenvolgende weke verlof;
- (c) in die geval van alle ander werknemers, 2 agtereenvolgende weke verlof;

en hy moet ten opsigte van elke week daarvan, gedurende die week onmiddellik vóór die verloftydperk, 'n bedrag betaal word wat minstens gelyk is aan die weeklikse besoldiging wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf word, of die weeklikse besoldiging wat werklik aan die werknemer betaal is in die geval van 'n werknemer wat 'n hoër loon ontvang as die minimum wat voorgeskryf word.

(2) Subject to the provisions of sub-clause (4) of this clause, the leave to which an employee is entitled in terms of sub-clause (1) shall be granted at a time to be fixed by the employer, but not later than 4 months after the termination of the said period of 12 months of employment; provided that, if an employee has agreed thereto, in writing, before the expiry of the said period of 4 months, his employer may grant such leave to him as from a date not later than 2 months after the expiry of the said period of 4 months.

(3) No employee shall engage in any employment for gain during the period of his annual leave.

(4) An employee who, in any one year of employment with the same employer, has completed one month's employment and whose contract of employment terminates before the completion of such year of employment, shall, upon termination of employment be paid by his employer—

(a) in the case of an employee referred to in sub-clause (1) (a) and (b) above, in respect of each completed month of his employment not less than one-fourth of his weekly remuneration;

(b) in the case of every other employee, in respect of each week of employment, an amount of not less than the weekly remuneration he was receiving, divided by 26.

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

(6) An employer may set off against such period of leave any days 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.

(7) (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 7 (6), such employee shall be paid—

- (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or
- (ii) 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.

(8) (a) In addition to the annual leave prescribed in sub-clause (1), an employee, other than a watchman, shall be entitled to and be granted leave on Good Friday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and in every fifth year commencing 1966 Republic Day at a rate not less than his ordinary rate of remuneration as if he had, on such day, worked his average ordinary hours of work for that day.

(b) Whenever an employee, other than a watchman, works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day and in every fifth year commencing 1966 Republic 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 the 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.

(9) Remuneration payable in terms of the provisions of sub-clauses (7) and (8) shall be paid to the employee concerned not later than the pay-day next succeeding the period in respect of which such remuneration became payable.

(10) For the purposes of this clause—

(a) the expression "the same employer" includes, in the case of a sale of business, the purchaser of the business for the period during which such purchaser continues to carry on the business in which the employee is employed; and

(b) "employment" includes any period during which an employee—

- (i) is on leave in terms of sub-clause (1); or
- (ii) 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 one period of such training;
- (iii) is absent from work on the instructions or at the request of the employer; or

(2) Behoudens die bepalings van subklousule (4) van hierdie artikel, moet die verlof waarop 'n werknemer kragtens subklousule (1) geregtig is, verleen word op 'n tyd wat die werkgewer vasstel maar wat nie later mag wees nie as 4 maande na verstryking van gemelde tydperk van 12 maande diens, met dien verstande dat, indien 'n werknemer skriftelik daartoe ingestem het vóór die verstryking van gemelde tydperk van 4 maande, sy werkgewer sodanige verlof aan hom mag verleen vanaf 'n datum wat nie later as 2 maande na die verstryking van gemelde tydperk van 4 maande is nie.

(3) Geen werknemer mag tydens sy jaarlikse verloftydperk werk teen besoldiging verrig nie.

(4) 'n Werkgewer moet 'n werknemer wat in 'n bepaalde diensjaar by dieselfde werkgewer 1 maand diens voltooi het, en wie se dienskontrak vóór die voltooiing van sodanige diensjaar eindig, by diensbeëindiging soos volg betaal—

(a) in die geval van 'n werknemer wat in subklousule (1) (a) (b) hierbo bedoel word, minstens een kwart van sy weeklikse besoldiging ten opsigte van elke maand diens wat hy voltooi het;

(b) in die geval van elke ander werknemer, 'n bedrag van minstens die weeklikse besoldiging wat hy ontvang het, gedeel deur 26, ten opsigte van elke week diens.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n verloftydperk geregtig geword het en wie se diens eindig vóórdat dié verlof toegestaan is, moet by diensbeëindiging betaal word soos voorgeskryf in subklousule (1) van hierdie klousule.

(6) 'n Werkgewer mag alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer gedurende die tydperk van 1 jaar diens waarop die verloftydperk betrekking het, met volle besoldiging aan sy werknemer verleen is, van dié verloftydperk aftrek.

(7) (a) Wanneer daar van 'n werknemer, uitgesonderd 'n wag, vereis word of hy toegelaat word om op 'n Sondag te werk, moet so 'n werknemer 'n besoldiging teen minstens dubbel sy gewone besoldiging betaal word ten opsigte van die totale tydperk, insluitende oortydwerk, wat op dié Sondag gewerk is.

(b) Wanneer van 'n werknemer vereis word, of hy toegelaat word om gedurende sy los tydperk te werk, moet so 'n werknemer as volg betaal word:—

(i) Indien hy vir 'n tydperk van hoogstens 4 uur aldus werk, minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) indien hy vir 'n tydperk van langer as 4 uur aldus werk, besoldiging teen minstens dubbel sy gewone besoldiging wat betaalbaar is ten opsigte van die totale tydperk in sodanige los tydperk gewerk of besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(8) (a) Benewens die jaarlikse verlof wat in subklousule (1) voorgeskryf word, is 'n werknemer, uitgesonderd 'n wag, geregtig op verlof, en moet hy verlof verleen word op Goëie Vrydag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag, en elke 5de jaar met ingang van 1966 op Republiekdag, en moet hy ten opsigte van sodanige dag minstens sy gewone besoldiging betaal word asof hy op sodanige dag sy gemiddelde getal gewone werke vir daardie dag gewerk het.

(b) Wanneer 'n werknemer, uitgesonderd 'n wag, op Goëie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag, en elke 5de jaar met ingang van 1966 op Republiekdag werk, moet sy werkgewer hom minstens sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het indien hy nie aldus gewerk het nie; en vir alle oortyd wat hy op sodanige vakansiedae gewerk het, moet hy minstens sy gewone besoldiging betaal word vir elke uur gewerk.

(9) Besoldiging wat ingevolge die bepalings van subklousules (6) en (7) betaalbaar is, moet voor of op die eersvolgende betaal-dag na die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan die betrokke werknemer betaal word.

(10) By die toepassing van hierdie klousule—

(a) omvat die uitdrukking „dieselfde werkgewer”, in die geval van 'n sakeonderneming of die verkoop van 'n sakeonderneming, die koper van die onderneming vir die tydperk waarin sodanige koper voortgaan om die onderneming te dryf waarin die werknemer werksaam is; en

(b) omvat „diens” alle tydperke waarin 'n werknemer—

- (i) met verlof is ingevolge subklousule (1); of
- (ii) afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; met dien verstande dat 'n werknemer nie daarop geregtig is om te eis dat meer as 4 maande in enige bepaalde tydperk van sodanige opleiding as diens erken word nie;
- (iii) op las of versoek van sy werkgewer van die werk afwesig is; of

(iv) is absent from work owing to illness for a period or periods amounting in the aggregate to not more than 30 days during any period of 12 months' service;

(c) employment shall be deemed to commence from—

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

(ii) the date on which the employee last became entitled to leave on full pay, whichever is the later;

(d) the period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 14 nor with any period during which an employee is required to undergo compulsory military training in pursuance of the Defence Act, 1957.

(11) Managers, sub-managers, senior managerial, professional and administrative personnel and foremen holding responsible positions who receive a remuneration of not less than R2,400 per annum are exempt from the provisions of sub-clauses (7) and (8) of this clause, provided that this sub-clause shall not apply inless an employee has signified, in writing, his acceptance of the provision hereof.

9. CERTIFICATE OF COMPETENCY

(1) Whenever an employer or employee applies for a Certificate of Competency, he shall make such application through the Secretary of the Council.

(2) A committee may be appointed by the Council, consisting of members of the Council, representing employers and employees in equal numbers who may hold examinations and make recommendations to the Council as to the issue of a Certificate of Competency to an applicant.

(3) The Certificate of Competency shall be issued by the Council and signed by the Secretary in the form of Annexure B.

10. UNAUTHORIZED EMPLOYMENT OF PERSONS

No employer shall employ any person other than a journeyman, as defined in this Agreement, or an apprentice on journeymen's work, provided that this clause shall not be deemed to prohibit the employment of other classes of employees at the rates of remuneration prescribed for such classes and under the circumstances prescribed in clause 6 of this Agreement.

11. PROHIBITION OF EMPLOYMENT IN CERTAIN CASES

(1) No employer shall permit any employee to work for him during subsistence of a contract of service between that employee and another employer and no employee shall perform work for two employers.

(2) No person under the age of 15 years shall be employed in the Industry.

12. CERTIFICATE OF SERVICE

Every employer shall issue, free of charge, a certificate of service in the form of Annexure A to this Agreement, in respect of each employee leaving his service.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) during the first four weeks of employment, twenty-four hours' notice;

(b) one week's notice after the first four weeks of employment;

of his intention to terminate the contract or an employer or an employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer in lieu of such notice not less than—

(i) in the case of twenty-four hours' notice, the weekly remuneration which the employee was receiving at the date of such termination divided by six;

(ii) in the case of a week's notice, the weekly remuneration which the employee was receiving at the date of such termination.

Provided that this shall not affect—

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

(iv) weens siekte vir 'n tydperk of tydperke van altesaam hoogstens 30 dae gedurende enige tydperk van 12 maande diens van die werk afwesig is;

(c) word diens geag te begin vanaf—

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

(ii) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het, naamlik die jongste datum.

(d) Die verloftydperk mag nie met enige tydperk van siekteverlof ten opsigte waarvan 'n werknemer op siektebetaling kragtens klousule 14 geregtig is of met enige tydperk waarin daar van 'n werknemer vereis word om verpligte militêre opleiding ingevolge die Verdedigingswet, 1957, te ontvang, saamval nie.

(11) Bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeel en voormanne wat verantwoordelike posisies beklee en wat 'n besoldiging van minstens R2,400 per jaar ontvang, is vrygestel van die bepalings van subklousules (6) en (7) van hierdie klousule; met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer die bepalings hiervan skriftelik aanvaar het.

9. VAARDIGHEIDCERTIFIKAAT

(1) Wanneer 'n werkgever of 'n werknemer aansoek doen om 'n vaardigheidscertificaat, moet sodanige aansoek deur bemiddeling van die Sekretaris van die Raad gedoen word.

(2) Die Raad kan 'n komitee aanwys wat bestaan uit lede van die Raad, en waarin die werkgevers en die werknemers gelyktalig verteenwoordig is, wat eksamens kan uitskryf en aanbevelings by die Raad doen betreffende die uitreiking van 'n vaardigheidscertificaat aan 'n applikant.

(3) Die vaardigheidscertificaat word deur die Raad uitgereik, en deur die Sekretaris onderteken, in die vorm van Aanhangsel B.

10. ONGEMAGTIGDE INDIENSNEMING VAN PERSONE

Geen werkgever mag enigiemand, uitgesonderd 'n vakman, soos omskryf in hierdie Ooreenkoms, of 'n vakleerling vir 'n vakman se werk in diens neem nie: Met dien verstande dat hierdie klousule nie geag moet word nie indiensneming te belet van ander klasse werknemers teen die besoldiging wat voorgeskryf is vir sodanige klasse en in die omstandighede voorgeskryf in klousule 6 van hierdie Ooreenkoms nie.

11. VERBOD OP INDIENSNEMING IN SEKERE GEVALLE

(1) 'n Werkgever mag nie 'n werknemer toelaat om vir hom te werk terwyl daar 'n dienskontrak tussen daardie werknemer en 'n ander werkgever bestaan nie, en geen werknemer mag vir 2 werkgevers werk nie.

(2) Niemand wat jonger as 15 jaar is, mag in die Nywerheid in diens geneem word nie.

12. DIENSSERTIFIKAAT

Elke werkgever moet 'n dienssertificaat in die vorm van Aanhangsel A van hierdie Ooreenkoms gratis uitreik ten opsigte van elke werknemer wat sy diens verlaat.

13. BEÏNDIGING VAN DIENSKONTRAK

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

(a) gedurende die eerste 4 weke diens, 24 uur;

(b) na die eerste 4 weke diens, 1 week

kennis gee van sy voorneme om die kontrak te beëindig, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal of te verbeur:—

(i) In die geval van 24 uur kennisgewing, die weeklikse besoldiging wat dié werknemer op die datum van sodanige beëindiging ontvang het, gedeel deur 6;

(ii) in die geval van 'n week kennisgewing, die weeklikse besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het;

met dien verstande dat die volgende nie hierdeur geraak word nie:—

(i) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

- (ii) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the operation of any forfeiture or penalties which by law, may be applicable in respect of desertion by an employee.

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

(3) The notice referred to in sub-clause (1) shall take effect from the day in which the notice was given and shall not run concurrently with annual leave or sick leave or military training required in pursuance of the Defence Act, 1957.

14. SICK LEAVE

An employer shall grant to his employee, after three months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve work days; and
- (b) in the case of an employee who works a five-day week, ten work days; and
- (c) in the case of a watchman who works a seven-day week, fourteen work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each day thereof an amount of not less than—

- (i) in the case of an employee who works a six-day week, one-sixth; and
- (ii) in the case of an employee who works a five-day week, one-fifth; and
- (iii) in the case of a watchman who works a seven-day week, one-seventh

of the weekly remuneration which he was receiving immediately before the commencement of such leave; Provided that the employer may require the production of a certificate signed by a registered medical practitioner, or alternatively a duly signed hospital certificate showing the nature and the duration of the employee's illness in respect of each period of absence in excess of two days for which payment is claimed; provided further, that where, in any factory, there exists or may be established by virtue of an Agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full remuneration for two weeks in respect of such absence, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

15. EXEMPTIONS

(1) The Council may, subject to the provisions of section 51 (3) of the Act, grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall determine, in respect of any person granted exemption, the conditions subject to which such exemptions are granted, and the period during which such exemption shall operate, provided that the Council may withdraw any exemption whether or not the period for which such exemption was granted has expired, and provided further that one week's notice in writing, has been given to the person concerned.

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which the exemption shall operate.

- (ii) 'n skriftelike ooreenkoms tussen die werkgewer en s werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank e langer as 1 week is;

- (iii) die inwerkingtreding van verbeurings of boetes wat regten van toepassing mag wees ten opsigte van 'n werkneme wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehouds bepaling van subklousule (1) aangegaan word, moet die betalin in plaas van kennisgewing in verhouding wees met die kennis gewingstermyn waarvoor daar ooreengekom word.

(3) Die kennisgewing wat in subklousule (1) bedoel word, loo vanaf die dag waarop daar kennis gegee is en mag nie me jaarlikse verlof of siekteverlof of militêre opleiding wat inge volge die Verdedigingswet, 1957, vereis word, saamval nie.

14. SIEKTEVERLOF

(1) 'n Werkgewer moet aan sy werknemer wat, na 3 maand diens by hom, van sy werk afwesig is weens siekte of 'n ongelu wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonder 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941 betaalbaar is—

- (a) in die geval van 'n werknemer wat 6 dae per week werk altesaam 12 werkdag; en
- (b) in die geval van 'n werknemer wat 5 dae per week werk altesaam 10 werkdag; en
- (c) in die geval van 'n wag wat 7 dae per week werk, altesaam 14 werkdag;

siekteverlof toestaan gedurende enige bepaalde jaar diens by hor en moet hom ten opsigte van elke dag daarvan 'n bedrag va minstens—

- (i) in die geval van 'n werknemer wat 6 dae per week werk een-sesde; en
- (ii) in die geval van 'n werknemer wat 5 dae per week werk een-vyfde; en
- (iii) in die geval van 'n wag wat 7 dae per week werk, een sewende;

van die weeklikse besoldiging betaal wat hy onmiddellik voor di begin van sodanige verlof ontvang het; met dien verstande da die werkgewer mag vereis dat 'n sertifikaat wat deur 'n geregi streerde mediese praktisyn onderteken is, of andersins 'n behoorli ondertekende hospitaalsertifikaat wat die aard en duur van di werknemer se siekte aantoon, getoon moet word ten opsigte va elke afwesigheidstydperk van langer as twee dae waarvoor beta ling geëis word; met dien verstande voorts dat, waar daa ingevolge 'n ooreenkoms tussen die werkgewer en sy werknemer of tussen 'n werkgewer en 'n behoorlik geregistreerde vakverenig ing in enige fabriek 'n siektebystands- of voorsorgsfonds bestaa of ingestel mag word waartoe die werkgewer ten opsigte va elkeen van sy werknemers 'n bedrag hydra van minstens di bedrag wat deur elke sodanige werknemer betaal word o betaalbaar is en ten opsigte waarvan 'n werknemer in geval va afwesigheid of afwesighede van werk weens siekte of 'n ongelu (uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevalle wet, 1941, vergoeding betaalbaar is) geregtig is om 'n bepaald jaar 'n totale bedrag wat minstens gelyk is aan sy volle besoldi ging vir 2 weke, ten opsigte van sodanige afwesigheid te ont vang onder omstandighede wat wesenlik nie minder gunstig vi die werknemer as hierdie bepaling is nie, die bepalings va hierdie klousule nie van toepassing is nie.

15. VRYSTELLINGS

(1) Behoudens die bepalings van artikel 51 (3) van die Wei mag die Raad om 'n afdoende rede vrystelling van enigen va die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigen aan wie vrystellin verleen word, die voorwaardes waarop sodanige vrystelling verlee word en die tydperk waarvoor sodanige vrystelling geldig i bepaal; met dien verstande dat die Raad enige vrystelling ma intrek afgesien daarvan of die tydperk waarvoor sodanige vry stelling verleen is, verstryk het of nie; en voorts met dien ve stande dat die betrokke persoon 1 week vooraf skriftelik i kennis gestel is.

(3) Die Sekretaris van die Raad moet aan elkeen aan wi vrystelling verleen is, 'n sertifikaat uitreik wat hy onderteken he en waarin die volgende gemeld word:—

- (i) Die volle naam van die betrokke persoon;
- (ii) die bepalings van die Ooreenkoms waarvan vrystellin verleen word;
- (iii) die voorwaardes waarop sodanige vrystelling verleen word en
- (iv) die tydperk waarvoor die vrystelling geldig is.

- (4) The Secretary of the Council shall—
- number consecutively all licences issued;
 - retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Durban;
 - where exemption is granted to an employee forward a copy of the licence to the employer concerned.

16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, each employer shall—

- deduct from the earnings of all his employees for whom minimum remuneration is prescribed in this Agreement, an amount of 2c per week; and
- add to the amount deducted, in terms of paragraph (a), a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the 15th day of each month.

17. EXHIBITION OF AGREEMENT

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer 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.

19. INTERPRETATION OF 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.

20. AGENTS

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

The agent shall have the right to—

- enter, inspect and examine any establishment at any time when he has reasonable cause to believe that any person is employed therein;
- orally examine either alone or in the presence of any other person as he thinks fit, with respect to matters relating to this Agreement, every employee, who he finds in or about the premises or place, and require such employee to answer the questions put;
- require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- require the production of, inspect, examine and copy all records of time worked, paysheets, books or documents wherein an account is kept, of time worked or actual remuneration or rates whether by piece or not, paid to any employee, whose remuneration is fixed by this Agreement.

(2) The agent, when entering, inspecting or examining any such place, may take with him an interpreter.

(3) Every employer and employee upon whom the provisions of this Agreement are binding shall grant to the agent all the facilities referred to above.

21. UNIFORMS

An employer shall supply, maintain and keep in good and clean condition, free from charge, any uniform, overalls or protective clothing to vanmen, vanmen's assistants or to any employee which by law or regulation may be compelled to provide for his employee, and such uniform, overalls or protective clothing shall remain the property of the employer.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik word, in volgorde nommer;
- 'n kopie bewaar van elke sertifikaat wat uitgereik word en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur;
- waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

16. ONKOSTE VAN DIE RAAD

Ten einde die Raad se onkoste te bestry, moet elke werkgewer—

- 'n bedrag van 2c per week aftrek van die verdienste van al sy werknemers vir wie daar in hierdie Ooreenkoms 'n minimum besoldiging voorgeskryf word; en
- by die bedrag wat ingevolge paragraaf (a) afgetrek is, 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag wat afgetrek is en die totale bedrag wat deur die werkgewer bygedra is, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad besorg.

17. VERTONING VAN OOREENKOMS

Alle werkgewers moet 'n leesbare kopie van hierdie Ooreenkoms opplak en opgeplak hou op 'n opvallende plek in hul inrigtings, waar dit vir alle werknemers geredelik toeganklik is.

18. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

Alle 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.

19. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers menings uiter wat nie met die bepalinge hiervan onbestaanbaar is nie.

(2) Enige geskil wat ontstaan in verband met die uitleg van die bepalinge van hierdie Ooreenkoms, moet na die Raad verwys word.

20. AGENTE

(1) Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan die bepalinge van hierdie Ooreenkoms te gee.

Die agent het die reg om—

- te eniger tyd 'n bedryfsinrigting te betree, te inspekteer en te ondersoek indien hy redelike gronde het om te vermoed dat iemand daarin werksaam is;
- elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedvinde of alleen of in die teenwoordigheid van iemand anders mondelings in verband met sake wat op hierdie Ooreenkoms betrekking het, te ondervra, en hy mag van sodanige werknemer vereis om die gestelde vrae te beantwoord;
- van 'n werkgewer te vereis om enige kennisgewing, boek, lys of dokument voor te lê wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;
- te vereis dat alle registers van tye wat gewerk is, betaalstate, boeke of dokumente waarin boekgehou word van tyd gewerk of die werklike besoldiging of skale, hetsy vir stukwerk of andersins, wat betaal is aan 'n werknemer wie se besoldiging in hierdie Ooreenkoms vasgestel word, getoon word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent mag 'n tolk saam met hom neem wanneer hy sodanige plek betree, inspekteer of ondersoek.

(3) Alle werkgewers en werknemers vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet al die fasiliteite wat hierbo vermeld word, aan die agent verleen.

21. UNIFORMS

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy regtens of ingevolge 'n regulasie aan sy werknemer moet verskaf, gratis aan bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente of 'n werknemer verskaf, en dit in 'n goeie en skoon toestand hou, en sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgewer.

22. NOTICE

Every employer conveying bread and/or confectionery shall prominently display on all vehicles including bicycles and tricycles used for that purpose, his full name.

23. TRADE UNION SUBSCRIPTIONS

The subscription payable to the trade union, deducted in accordance with the provisions of clause 5 (5) (f), shall be forwarded by each employer, not later than the 10th day of each month, together with a list showing the names of the employees and the total amount thus collected, to the secretary of the trade union.

Signed for and on behalf of the parties at Durban on this 29th day of January, 1968.

E. J. VINE-JORY,
Chairman of the Council.

O. L. SYLVESTER,
Vice-Chairman of the Council.

J. P. W. CHAPMAN,
Secretary to the Council.

ANNEXURE A.

No. of Certificate.....

CERTIFICATE OF SERVICE.

(Issued in terms of clause 12 of the Industrial Council Agreement published under Government Notice No..... dated 196..)

Name of Industry.....
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 wages due at the date of leaving.....
- (7) Date of entering my service.....
- (8) Date of leaving my service.....
- (9) Number of certificates issued by previous employer was:—

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

Signature of Employer.

N.B.—Duplicate copy of this certificate must be retained by employer.

ANNEXURE B.

CERTIFICATE OF COMPETENCY.

This is to certify that the Industrial Council for the Baking and/or Confectionery Industry is of opinion that.....
employed by.....is fully competent
to undertake the duties of.....

Secretary.

Date.....

22. KENNISGEWING

Elke werkgewer wat brood en/of banket vervoer, moet sy volle naam opvallend vertoon op alle voertuie, met inbegrip van fietse en driewiele, wat vir dié doel gebruik word.

23. LEDEGELDE VIR VAKVERENIGING

Elke werkgewer moet die ledegeld wat aan die vakvereniging betaalbaar is en wat ooreenkomstig die bepalinge van klousule 5 (5) (f) afgetrek word, saam met 'n lys van die name van die werknemers en die totale bedrag wat aldus ingevorder is, voor of op die 10de dag van elke maand aan die sekretaris van die vakvereniging stuur.

Namens die partye op hede die 29ste dag van Januarie 1968 te Durban onderteken.

E. J. VINE-JORY,
Voorsitter van die Raad.

O. L. SYLVESTER,
Ondervoorsitter van die Raad.

J. P. W. CHAPMAN,
Sekretaris van die Raad.

AANHANGSEL A

No. van Sertifikaat.....

DIENSSERTIFIKAAT

(Uitgereik kragtens klousule 9 van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing No..... van196.....)

Naam van nywerheid.....
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 op uitdienstredingsdatum.....
- (7) Datum van indienstreding by my.....
- (8) Datum van uitdienstreding by my.....
- (9) Nommer van die sertifikaat deur die vorige werkgewer uitgereik.....

Op hede diedag van19.....
te.....gedateer.

Handtekening van werkgewer

L.W.—Die werkgewer moet 'n duplikaat van hierdie sertifikaat hou.

AANHANGSEL B

VAARDIGHEIDSSERTIFIKAAT

Hierby word gesertifiseer dat die Nywerheidsraad vir die Bak- en/of Banketnywerheid van mening is dat.....
wat by.....in diens is, ten volle bevoeg is
om die pligte van 'nte onderneem.

Sekretaris

Datum.....

No. R.1124.]

[28th June, 1968.

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941**

**BAKING AND/OR CONFECTIONERY INDUSTRY,
DURBAN, INANDA, PINETOWN AND LOWER
TUGELA**

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, published under Government Notice No. R.1123 of the 28th June, 1968, 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.1124.]

[28 Junie 1968.

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941**

**BAK- EN/OF BANKETNYWERHEID,
DURBAN, INANDA, PINETOWN EN LOWER
TUGELA**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak-en/of Banketnywerheid, gepubliseer by Goewermentskennisgewing No. R.1123 van 28 Junie 1968, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

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