



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 1107

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE
OORSEE 15c OVERSEAS
POSTVRY—POST FREE

REGULATION GAZETTE No. 1107

Registered at the Post Office as a Newspaper

Vol. 45]

PRETORIA, 28 MAART 1969
28 MARCH

[No. 2325

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 518 28 Maart 1969

WET OP NYWERHEIDSVERSOENING, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (b), 20, 21, 22 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermenskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrosdistrik Roodepoort geval het) en daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermenskennisgewing 553 van 29 Maart 1956 binne die landdrosdistrik Johannesburg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (b), 20, 21, 22 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie

A—37918

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 518 28 March 1969

INDUSTRIAL CONCILIATION ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG

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 Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (b), 20, 21, 22 and 24, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September

1—2325

jaar vanaf genoemde Maandag eindig, in die landdrosdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermenskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrosdistrik Roodepoort geval het) en daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermenskennisgewing 553 van 29 Maart 1956 binne die landdrosdistrik Johannesburg geval het, *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 LEKKERGOEDNYWERHEID (JOHANNESBURG)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Johannesburg (uitgesonderd dié gedeeltes wat voor die publikasie van Goewermenskennisgewings 2448, 521 en 1383 onderskeidelik van 3 Desember 1954, 18 Maart 1955 en 11 September 1964 binne die landdrosdistrik Roodepoort geval het) en daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermenskennisgewing 553 van 29 Maart 1956 binne die landdrosdistrik Johannesburg geval het, deur alle werkgewers en werknemers in die Lekkergoednywerheid, wat lede onderskeidelik van die werkgewersorganisasie en vakvereniging is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werkgewers vir wie minimum lone in die Ooreenkoms voorgeskryf word, en op dié werkgewers van dié werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié dag wat die Minister kragtens artikel *agt-en-veertig* van die Wet kan vasstel en bly vir 'n tydperk van drie jaar van krag.

3. WOORDOMSKRYWINGS

(1) Alle uitdrukkings wat nie in hierdie Ooreenkoms omskryf word nie, het dieselfde betekenis wat in die Wet op Nywerheidsversoenings, 1956, daaraan geheg word, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"afwesigheid" in die woordomskrywings van "assistentversendingsklerk," "assistentvoorman" en "assistentpakhuisman" dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens beskou word;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskrywing beteken "geskoolde ambagsman" 'n persoon wat sy leertyd in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, uitgedien het, of wat 'n vaardigheidsertifikaat hou wat ingevolge die bepalings van artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge die bepalings van of artikel twee (7) of artikel sewe (3) van genoemde Wet, aan hom uitgereik is;

1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (b), 20, 21, 22 and 24, 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 SWEETMAKING INDUSTRY (JOHANNESBURG)

AGREEMENT

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

Sweet Industries Association (Transvaal)

(hereinafter referred to as the "employers" or "the association"), on the one part, and the

Sweet Workers' Union

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

being parties to the Industrial Council for the Sweetmaking Industry (Johannesburg).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg, by all employers and employees engaged or employed in the Sweetmaking Industry, who are members of the Association and Union, respectively.

(b) Notwithstanding the provisions in subclause (a) the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in the Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

(1) Any expression not defined in this Agreement shall have the same meaning as assigned to it in the Industrial Conciliation Act, 1956, and any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"absence" in the definitions "assistant despatch clerk", "assistant foreman" and "assistant storeman" shall have a like meaning to any absence which in terms of clause 7 (7) is regarded as employment;

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

"assistent-versendingsklerk" 'n werknemer wat onder die algemene toesig van 'n versendingsklerk engeen van die werksaamhede of pligte verrig wat in die woordskrywing van "versendingsklerk" genoem word, en wat in sy afwesigheid namens die versendingsklerk kan optree;

"assistent-voorman" 'n werknemer wat onder die algemene toesig van 'n voorman die werksaamhede of pligte van voorman verrig en wat in sy afwesigheid namens hom kan optree;

"assistent-pakhuisman" 'n werknemer wat onder die algemene toesig van 'n pakhuisman engeen van die werksaamhede of pligte wat in die omskrywing van 'n "pakhuisman" genoem word, verrig, en wat in sy afwesigheid namens hom kan optree;

"etes" sonder om die gewone betekenis van die woord te beperk, voedsel van 'n redelike hoeveelheid, gehalte en verskeidenheid, met inbegrip van groente, wat die werkgewer minstens die bedrag kos wat hy kragtens klousule 5 (6) (e) mag aftrek;

"ketelbediener" 'n werknemer wat onder algemene toesig daarvoor verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel op peil te hou en wat die vuur in sodanige ketel kan maak, in stand hou en uithaal;

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

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat bedoel is vir die vervoer van passasiers en wat vir die vervoer van sy werkgewer of personeel, kliente of besoekers gebruik word, en wat vir die vervoer van dokumente of pakkette gebruik kan word;

"kleedkamerbediende" 'n werknemer wat verantwoordelik is vir 'n kamer waarin 'n werknemer hom kan verklee of sy klere kan bêre of van sluitkassies waarin 'n werknemer sy besittings kan bêre;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat oor die versameling, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette toesig kan hou;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n chauffeur of 'n handelsreisiger se assistent, wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing sluit die uitdrukking "n motorvoertuig bestuur" alle bestuurtydperke in en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;

"noodwerk"—

(1) alle werk wat weens onvoorsiene omstandighede soos in brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(2) alle werk in verband met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(3) alle werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie;

"bedryfsinrigting" persele in of in verband waarmee een of meer werknemers in die Lekkergoednywerheid in diens is;

"ondervinding"—

(1) met betrekking tot 'n fabrieksklerk of mobiele hyserbediener, die totale tydperk of tydperke diens wat 'n werknemer in 'n bedryf of in diens van die Staat onderskeidelik as 'n fabrieksklerk of mobiele hyserbediener gehad het;

(2) met betrekking tot 'n werknemer graad I, 'n werknemer graad II, of 'n lekkergoedmaker, die totale dienstydsperk of dienstydsperke wat 'n werknemer in die Lekkergoednywerheid onderskeidelik as 'n werknemer graad I, 'n werknemer graad II, of 'n lekkergoedmaker gehad het: Met dien verstande dat 'n dienstydsperk of die dienstydsperke wat 'n werknemer graad I, as 'n werknemer graad II gehad het, tot 'n maksimum van 12 maande geag word ondervinding as 'n werknemer graad I te wees en voorts met dien verstande dat helfte van 'n dienstydsperk of dienstydsperke wat 'n lekkergoedmaker as 'n werknemer graad I, of 'n werknemer graad II, gehad het, tot 'n maksimum van 12 maande geag word ondervinding as 'n lekkergoedmaker te wees;

"fabrieksklerk" 'n werknemer wat onder die toesig van 'n voorman een of meer van die volgende werksaamhede of dienste verrig:—

(1) Lotkaarte, werkkaarte, produksiekaarte en ander fabrieksdokumente met die hand kopieer;

(2) name of nommers of tyd- of loonkaarte inskryf;

(3) fakture, vragbriewe of afleweringbriewe, rekwisisie- of tyd- of loonkaarte in numerieke of alfabetiese volgorde liasseer, hou of sorteer;

"assistant despatch clerk" means an employee who, under the general supervision of a despatch clerk, performs any of the activities or duties mentioned in the definition of "despatch clerk" and who may act for him during his absence;

"assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

"assistant storeman" means an employee who, under the general supervision of a storeman, performs any of the activities or duties mentioned in the definition of "storeman" and who may act for him during his absence;

"board" without limiting its ordinary meaning, means food of reasonable quantity, quality, and variety, including vegetables, costing to the employer not less than the amount which he may deduct in terms of clause 5 (6) (e);

"boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure of a boiler and who may make, maintain and draw the fire in such boiler;

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

"chauffeur" means an employee who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

"cloakroom attendant" means an employee who is in charge of a room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of such goods or packages;

"driver of a motor vehicle" means an employee, other than a chauffeur or a traveller's assistant, who is engaged in driving a motor vehicle; and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work" means—

(1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(2) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours; or

(3) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work;

"establishment" means any premises in or in connection with which one or more employees are employed in the Sweet Manufacturing Industry;

"experience" means—

(1) in relation to a factory clerk or a mobile hoist operator, the total period or periods of employment which an employee has had in any trade or in the service of the State as a factory clerk or a mobile hoist operator, respectively;

(2) in relation to a grade I employee, a grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry as a grade I employee, a grade II employee or a sweetmaker, respectively: Provided that any period or periods of employment which a grade I employee has had as a grade II employee shall up to a maximum of 12 months be deemed to be experience as a grade I employee and provided further that one half of any period or periods of employment which a sweetmaker has had as a grade I employee or a grade II employee shall up to a maximum of 12 months be deemed to be experience as a sweetmaker;

"factory clerk" means an employee who, under the supervision of a foreman, is engaged in any one or more of the following activities or operations:—

(1) Copying batch cards, job cards, production cards or other factory documents by hand;

(2) entering names or numbers on time or wage cards;

(3) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;

- (4) Bantoetale tolk of vertaal;
- (5) passe, dienssertifikate of tydkaarte uitreik;
- (6) gereedskap, ingenieursvoorrade of uitrusting op aanvraag uitreik, of sodanige gereedskap, voorrade of uitrusting ontvang wanneer dit terugbesorg word;
- (7) monsterstrokies uitmaak;
- (8) besonderhede oor die inhoud of die onderskeidingsnommers van deurslagafskrifte, houers of pakkette aanteken;
- (9) indiensneming, ontslag of bedanking van werknemers aanteken;
- (10) 'n staat van produksiesyfers opstel;
- (11) kaartjies stempel of uitskryf;
- (12) voorraadkaarte byhou;
- (13) vragbriewe of afleweringsbriewe of verpakkingstrokies uitskryf;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 12 maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 12 maande ondervinding;

"'n masjien voer" die plasing van materiaal in 'n masjien of op 'n vervoerband wat tot op of tot in 'n masjien lei, waar sodanige plasing oordeel, noukeurigheid of bedrewenheid vereis met behoorlike inagneming van die doeltreffende inname of prosesebewerking van die materiaal deur sodanige masjien, en vir die toepassing van hierdie woordskrywing word "plasing" geag dié vorming, groottebepaling of fatsoenering van sodanige materiaal op die masjien in te sluit wat nodig mag wees vir die doeltreffende inname of prosesebewerking van sodanige materiaal deur die masjien;

"'n masjien vul" materiaal plaas of stort in 'n vultregter of ander inneembak wat geheg is aan of deel uitmaak van 'n masjien en waaruit die prosesebepaling sy eie inname van sodanige materiaal reguleer en waar sodanige plasing of storting geen oordeel, noukeurigheid of bedrewenheid verg wat hoeveelheid of posisie betref nie;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n inrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede of dienste verrig:—

- (1) Met die hand indoop in, of bestryk met sjokolade of fourree;
- (2) 'n sjokoladebekleemasjien bedien;
- (3) 'n Neapolitaanse sjokolademasjien bedien;
- (4) 'n dropuitpersmasjien bedien;
- (5) 'n tabletsny- en -stempelmassjien bedien;
- (6) 'n masjien wat lekkergoed in foelie, sellulose film, waspapier of enige ander materiaal toedraai, bedien, afgesien daarvan of die masjien die toedraaiwerk saam met ander prosesse uitvoer of nie;
- (7) 'n vormmasjien bedien, en by die toepassing van hierdie omskrywing beteken 'n vormmasjien 'n masjien waarin die individuele stuk lekkergoed gevorm word deur die vloeibare lekkergoedmateriaal in permanente vorms te giet;
- (8) 'n pakkieervaardigings- en vulmasjien bedien;
- (9) 'n kragaangedrewe papier- of bordvalmes bedien;
- (10) 'n kragaangedrewe inkeermasjien bedien;
- (11) 'n stysel- of "master-mogul"-masjien bedien;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens 18 maande ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as 18 maande ondervinding;

"werknemer graad II" 'n werknemer wat een of meer van die volgende werksaamhede of dienste verrig:—

- (1) Bestellings opmaak of kiste, sakkies, sakke of ander houers vir versending merk, brandmerk, sjabloneer of etiketteer;
- (2) posseëls op briewe, pakkette of ander artikels wat gepos moet word, plak, of 'n frankeermasjien wat met die hand bedien word, gebruik;
- (3) suiker kook;
- (4) kooklekkers, pastalekkers of toffies opbou, fatsoeneer streep of versier;
- (5) kakaabone, neute of ander grondstowwe skoonmaak of sorteer, uitgesonderd vreemde stowwe soos in die woordskrywing van "arbeider" bedoel, verwyder;
- (6) kristalliseer;
- (7) vrugte of ander grondstowwe volgens grootte sny of fynmaak;
- (8) lekkers in stysel plaas;
- (9) bestanddele, met inbegrip van stroop, in draaipanne invoer of giet;
- (10) 'n masjien voer;

- (4) interpreting or translating Bantu languages;
- (5) issuing passes, certificates of service or time cards;
- (6) issuing tools or engineering stock or equipment against requisition, or receiving such tools, stock or equipment when returned;

- (7) making out sample slips;
- (8) recording particulars of the contents or the distinctive numbers of carbons, containers or packages;
- (9) recording the engagement, discharge or resignation of employees;

- (10) scheduling production figures;

- (11) stamping or writing tickets;

- (12) writing up stock cards;

- (13) writing out consignment or delivery notes or packing slips;

"factory clerk, qualified," means a factory clerk who has had not less than 12 months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than 12 months' experience;

"feeding machine" means the placing into a machine or onto a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purpose of this definition the expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

"filling a machine" means depositing or dumping material into a hopper or other intake container attached to or forming part of a machine from which hopper or container the processing mechanism regulates its own intake of such material and where such depositing or dumping does not involve discretion, precision or skill as to amount or position;

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

"grade I employee" means an employee who is engaged in any one or more of the following activities or operations:—

- (1) Hand dipping or hand coating in or with chocolate or fourree;

- (2) operating a chocolate enrobing machine;

- (3) operating a chocolate neapolitan machine;

- (4) operating a liquorice extruder;

- (5) operating a lozenge cutting and stamping machine;

- (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any process;

- (7) operating a moulding machine, and for the purpose of this definition moulding machine means a machine in which the individual sweet is shaped by the pouring of liquid sweet material into permanent moulds;

- (8) operating a packet making and filling machine;

- (9) operating a power-driven paper or board guillotine;

- (10) operating a power-driven scoring machine;

- (11) operating a starch or master mogul machine;

"grade I employee, qualified," means a grade I employee who has had not less than 18 months' experience;

"grade I employee, unqualified," means a grade I employee who has had less than 18 months' experience;

"grade II employee," means an employee who is engaged in any one or more of the following activities or operations:—

- (1) Assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks or other containers for despatch;

- (2) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;

- (3) boiling sugar;

- (4) building up, shaping, striping or decorating boiled goods, paste goods or toffees;

- (5) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of "labourer";

- (6) crystallising;

- (7) cutting to size or crushing fruit or other raw materials;

- (8) depositing sweets into starch;

- (9) feeding or pouring ingredients, including syrup, into revolving pans;

- (10) feeding a machine;

- (11) houters volmaak en weeg, maar nie op 'n voorafgestelde skaal nie;
- (12) lekkergoed met die vinger of 'n vurk merk of op 'n ander manier versier;
- (13) posstukke vou of in koevert plaas;
- (14) met die hand indoop of bestryk, uitgesonderd dié werk wat in die woordskrywing van "werknemer graad I", genoem word;
- (15) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate, uitgesonderd sjokolade of fourree, insit of invoeg;
- (16) kartondose maak maar nie deur voubare dose van plat materiaal te vou nie;
- (17) stroop onder toesig maak;
- (18) lekkergoed of lekkergoedmassa vorm, fatsoeneer, ontvorm of giet en lekkergoed verwyder uit die panne waarin dit gevorm word;
- (19) enige kragaangedrewe masjiën bedien, uitgesonderd 'n masjiën wat in die omskrywing van 'n "werknemer graad I" genoem word;
- (20) goedere vir voorraad verpak, maar nie verpakte goedere van dieselfde grootte en getal in houters plaas wat spesiaal gemaak is om dit te bevat nie;
- (21) berei en/of meng;
- (22) op 'n meester-mogolmasjiën plaas of daarvan verwyder;
- (23) twee en 'n half sent-stukke aan die end van 'n outomatiese masjiën verpak;
- (24) reeds gemengde geursels ingiet;
- (25) deeg, pasta of ander preparate van suiker of sjokolade trek, laat spoel, rol, sny of afdruk;
- (26) kakaobone, neute, vrugte of ander grondstowwe brand of kook sonder om verantwoordelik te wees vir die graad van die brand- of kookwerk;
- (27) sakkies van sellulosefilm verseël en/of kram;
- (28) neute of vrugte afdop, die pitte daaruit haal, afskil of droog;
- (29) plaatblokkewerk nie elders spesifiek in hierdie klousule gemeld nie;
- (30) lekkergoed sorteër, uitgesonderd die werksaamhede genoem in item (15) van die omskrywing van "arbeider";
- (31) lekkergoed of materiaal op 'n vervoerband vir verwerking plaas of daarvan verwyder;
- (32) 'n papier- of bordvalmes wat met die hand of voet werk, gebruik;
- (33) 'n inkepmasjiën wat met die hand of voet werk, gebruik;
- (34) weeg, uitgesonderd op 'n voorafgestelde skaal, of meet, uitgesonderd volgens 'n vasgestelde maat;
- (35) die kiem uit kakaobone uitwan of verwyder;
- (36) dose of pakkette toedraai;
- (37) 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk sonder om die gereedskap van 'n geskoolde ambag selfstandig te gebruik;
- (38) papier, sellulosefilm of dergelike materiaal met die hand volgens vasgestelde mate sny;
- (39) lekkergoed met die hand sny;
- (40) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handaangedrewe voertuig aflewer;
- (41) bakke wat stysel, kokosneut, vermicelli of dergelike stowwe bevat, met die hand vul, opvul of leegmaak;
- (42) massahouters vul of leegmaak of vervaardigde lekkergoed in massa meng;
- (43) hard maak met die hand;
- (44) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, opbrek of van mekaar skei;
- (45) masjinerie of voertuie olie of smeer;
- (46) stysel deur middel van 'n lugblaser, handsif of kwas van lekkergoed verwyder of stysel met die hand sif;
- (47) strooisel met die hand toedien;
- (48) alle ander werksaamhede nie elders vermeld nie;
- "werknemer graad II, gekwalifiseer," 'n werknemer graad II met minstens 12 maande ondervinding;
- "werknemer graad II, ongekwalifiseer," 'n werknemer graad II met minder as 12 maande ondervinding;

met dien verstande dat, vir die vasstelling van die ondervinding van 'n werknemer graad II, gekwalifiseer of ongekwalifiseer, vorige ondervinding van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms werksaamhede Nos. 37 tot en met 47 onder die omskrywing van "werknemer graad II" hierin vervat, verrig of verrig het, nie in aanmerking geneem word nie, en ook nie een wat werksaam is of was by—

- (a) lekkergoed of materiaal op 'n vervoerband, uitgesonderd die band van 'n sjokoladebakkie, plaas of dit daarvan verwyder;
- (b) lekkergoed uit panne verwyder waarin hulle gefatsoeneer is;

- (11) filling and weighing containers, other than to set scale;
- (12) finger marking or fork marking or otherwise decorating sweets;
- (13) folding or enveloping mail;
- (14) hand dipping or hand coating, other than that mentioned in the definition of "grade I employee";
- (15) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
- (16) making cardboard boxes other than by folding of collapsible boxes from the flat;
- (17) making syrup, under supervision;
- (18) moulding, shaping, demoulding, or pouring sweets or sweetmasses and removing sweets from trays in which they are moulded;
- (19) operating any power-driven machine, other than a machine mentioned in the definition of "grade I employee";
- (20) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
- (21) preparing and/or mixing;
- (22) putting on to or taking off from a master mogul machine;
- (23) packing 2½ cent lines at the end of an automatic machine;
- (24) pouring ready-mixed flavours;
- (25) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;
- (26) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;
- (27) sealing and/or stapling bags of cellulose film;
- (28) shelling, stoning, peeling or drying nuts or fruits;
- (29) slab work not elsewhere specifically mentioned in this clause;
- (30) sorting sweets, other than the activities mentioned in item (15) of the definition of "labourer";
- (31) putting on to and taking off sweets or materials from a conveyor belt for processing;
- (32) using a hand- or foot-operated paper or board guillotine;
- (33) using a hand- or foot-operated scoring machine;
- (34) weighing other than to set scale, or measuring other than to or with fixed measure;
- (35) winnowing or removing the germ from cocoa beans;
- (36) wrapping boxes or parcels;
- (37) assisting an artisan or handyman by holding articles or tools or otherwise working with him other than by the independent use of the tools of any skilled trade;
- (38) cutting paper, cellulose film or similar material by hand to set measure;
- (39) cutting sweets by hand;
- (40) delivering letters, messages, or goods on foot or by means of a foot- or hand-propelled vehicle;
- (41) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli or similar materials;
- (42) filling or emptying bulk containers or mixing finished sweets in bulk;
- (43) hardening by hand;
- (44) loosening, breaking or separating sweets (other than chocolates) by hand;
- (45) oiling or greasing machinery or vehicles;
- (46) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;
- (47) sanding by hand;
- (48) all other operations not elsewhere specified;

"grade II employee, qualified," means a grade II employee who has not less than 12 months' experience;

"grade II employee, unqualified," means a grade II employee who has had less than 12 months' experience;

provided, however, that for the purpose of determining the experience of a grade II employee, qualified or unqualified, past experience shall not be counted of an employee who, at the date this Agreement comes into force, is or has been engaged on operations 37 to 47 inclusive, under the definition of grade II employee herein, or who is or has been engaged in—

- (a) putting sweets or materials onto or removing them from a conveyor belt, other than a chocolate enrober,
- (b) removing sweets from trays in which they were moulded.

"groepleier" 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman aan die hooft staan van, en toesig hou oor die werk van 'n groep werknemers graad I of II;

"faktotum" 'n werknemer wat minder belangrike herstel- of stelselwerk verrig aan masjinerie, installasie of ander uitrusting, wat houtbakke maak of minder belangrike herstel- of opknappingswerk aan geboue verrig maar wat nie werk wat gewoonlik deur 'n ambagsman verrig word, doen nie;

"aansporingsloonwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrand word op die hoeveelheid werk wat hy verrig of lewer;

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

(1) Houtdase uit voorafgesaagde stukke met die hand aanmekaar sit of klaargemaakte karton- of veselborddase of dergelike houters opstel;

(2) goedere of artikels met die hand of 'n nie-kragaangedrewe voertuig dra, ophang, verskuif, uitpak of opstapel;

(3) houters, meubels, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;

(4) rantsone kook of tee of dergelike drankie in 'n bedryfsinrigting berei of opdis;

(5) panne, sjokoladeketels, tempermasjiene, raffineerders, rooster-masjiene, uitwasmasjiene, vormmasjiene of meulens leegmaak;

(6) 'n masjien vul of materiaal daaruit verwyder;

(7) tuinwerk verrig;

(8) kampongs, latrines, stalle, buitegeboue of dergelike geboue of bouwerke afwit of ontsmet;

(9) met die hand laai of aflaai;

(10) vure maak of in stand hou of afval of as verwyder;

(11) dose, sakkies, sakke of ander houters, uitgesonderd dié bedoel vir versending, merk, brandmerk, sjabloneer of etiketter;

(12) sakkies, bale, bottels, dose, tromme, blikke of ander houters met die hand oop- of toemaak;

(13) 'n hystoestel of nie-kragaangedrewe goederehysbak bedien;

(14) gepakte artikels van dieselfde grootte en getal in houters pak wat spesiaal gemaak is om dit te bevat;

(15) gebreke lekkers, lekkerstukkies of afgesnyde stukkies verwyder;

(16) vreemde voorwerpe met die hand uit neute of kakaobone verwyder, uitgesonderd deur dit te was;

(17) bestanddele in staal- of ander panne roer, maar nie termometers aflees of stoomdruk reguleer nie;

(18) die handvat van 'n handmasjien draai of die pedaal van 'n voetmasjien trap;

(19) rubber- of ander stempels gebruik wanneer geen keuse of diskresie daarby betrokke is nie;

(20) op 'n voorafgestelde skaal weeg of herhaaldelik meet volgens of met 'n vasgestelde maat sny;

"mobiele hyser-bediener" 'n werknemer wat 'n mobiele kragaangedrewe voertuig bedien wat gebruik word om goedere in 'n bedryfsinrigting te laai, af te laai, te verskuif of op te stapel;

"mobiele hyser-bediener, gekwalifiseer," 'n mobiele hyser-bediener met minstens drie maande ondervinding;

"mobiele hyser-bediener, ongekwalifiseer," 'n mobiele hyser-bediener met minder as drie maande ondervinding;

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word om goedere, uitgesonderd handelsreisigers se monsters, te vervoer of af te lewer, en sluit dit 'n voorhaker en 'n trekker in;

"nagskof" enige werktydperk waarvan die grootste gedeelte tussen 6 nm. en 7 vm. val;

"'n masjien bedien" om 'n masjien aan te skakel of te stop, die nodige minder belangrike lopende verstellers aan die masjien doen en die werk wat die masjien doen, nagaan of ondersoek;

"deeltydse motorvoertuigbestuurder" 'n werknemer wat gewoonlik ander pligte verrig as om 'n motorvoertuig te bestuur, maar wat op meer as twee dae in 'n week vir 'n totaal van minstens drie uur op sodanige dag 'n motorvoertuig bestuur, en by die toepassing van hierdie woordomskriving sluit "n motorvoertuig bestuur" alle bestuurtydperke in en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag wanneer hy in bevel van die voertuig is;

"gestelde skaal" 'n skaal wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike weeg van goedere volgens slegs een gewig, maar sluit dit nie 'n trekskaal in nie;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n bedryfslapte, tekort aan grondstowwe of spoorweg-trokke, ongestadige weerstoestande, 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking van geboue;

"group leader" means an employee who, under the general supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of grade I or grade II employees;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, in making wooden trays, or in effecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;

"incentive rates work" means any system under which an employee's remuneration is based on the quantity or output of work done;

"labourer" means an employee who is engaged in any one or more of the following activities or operations:—

(1) Assembling wooden boxes from pre-cut material by hand, or setting up by hand ready-made cardboard or fibre boxes or similar containers;

(2) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;

(3) cleaning or washing premises or containers, furniture, machinery, tools, utensils, or other articles;

(4) cooking rations or making or serving tea or similar beverages in an establishment;

(5) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;

(6) filling a machine or taking off from a machine;

(7) gardening work;

(8) lime-washing or disinfecting compounds, latrines, stables, outbuildings, or similar buildings or structures;

(9) loading or unloading by hand;

(10) making or maintaining fires or removing refuse or ashes;

(11) marking, branding, stencilling or labelling boxes, bags, sacks or other containers other than for despatch;

(12) opening or closing bags, bales, bottles, boxes, drums, tins or other containers by hand;

(13) operating a non-power-driven hoist or goods lift;

(14) placing packed articles of uniform size and number into containers specially made to contain them;

(15) removing broken sweets, sweet fragments or cut-offs;

(16) removing foreign matter from nuts or cocoa beans by reading of thermometers or the regulating of steam pressure;

(17) stirring ingredients in steel or other pans, excluding the reading of thermometers or the regulating of steam pressure;

(18) turning the handle of a hand-operated machine or pressing the pedal of a foot-operated machine;

(19) using rubber or other stamps, when no selection or discretion is involved;

(20) weighing to a set scale, or repetition measuring to or with a fixed measure;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment;

"mobile hoist operator, qualified," means a mobile hoist operator who has had not less than three months' experience;

"mobile hoist operator, unqualified," means a mobile hoist operator who has had less than three months' experience;

"motor vehicle" means any power-driven vehicle used for the conveyance or delivery of goods, other than traveller's samples, and includes a mechanical horse and a tractor;

"night shift" means any period of work the major portion of which falls between 6 p.m. and 7 a.m.;

"operating a machine" means starting or stopping a machine, making necessary minor running adjustments to the machine and checking or scrutinising the work done by the machine;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle on work connected with the vehicle or the load;

"set scale" means a scale which has been set by an employee, other than a labourer, for the repetition weighing of goods to only one weight but does not include a spring scale;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

"pakhuisman" 'n werknemer wat algemene beheer oor inkomende goederevoorraad of vervaardigde of halfvervaardigde produkte het en verantwoordelik is vir die ontvangs, oorgang, verpakking of uitpak van goedere in 'n bergplek of pakhuis of die aflewering van goedere uit 'n pakhuis of bergplek aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending;

"lekkergoedmaker" 'n werknemer wat aan die bestuur of 'n voorman verantwoordelik is vir die toesig oor die werksaamhede en vir die mate waarin die werksaamhede uitgevoer word in—

- (a) die maak van 'n lekkergoedmassa in enige kooktoestel;
- (b) die behandeling van 'n lekkergoedmassa, met inbegrip van kleur- en geurwerk, die byvoeging van speserye, neute, vrugte of ander bestanddele totdat die lekkergoedmassa finaal gereed is om toegedraai, gegiet, gesny, gefatsoeneer of op 'n ander manier bewerk te word;
- (c) die rooster, uitwas of kook van kakaobone of neute, of die verwerking van sjokolade (uitgesonderd die smelt van klaargemaakte bedekking) totdat dit gereed is om ingedoop, bestryk, gevorm, gegiet, toegedraai of op 'n ander manier bewerk te word;
- (d) panwerk;
- (e) die maak van kondensmelk; of
- (f) die maak van konfyt;

en wat al die pligte wat in paragraaf (a) tot en met (f) genoem word, of enigeen daarvan, kan uitvoer;

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

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

"lekkergoed" lekkergoed of sjokolade;

"lekkergoednywerheid" sonder om enigerwyse die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om lekkergoed te vervaardig in bedryfsinrigtings wat vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as fabriek beskou word, en omvat dit ook—

(a) die vervaardiging van alle handelsartikels of bestanddele wat gebruik word in die vervaardiging van lekkergoed, as dit deur die werkgewers en werknemers wat lekkergoed vervaardig, verrig word; en

(b) alle bedrywighede en werksaamhede wat in verband staan met of voortvloei uit die vervaardiging van lekkergoed of sodanige handelsartikels of bestanddele en wat deur 'n werkgewer van sodanige werknemer uitgevoer word;

"sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie, outofiets of fiets wat met 'n hulpmotor uitgerus is, die onbelaste gewig geag word minder as 1,000 lb te wees;

"loon" die bedrag geld wat aan 'n werknemer betaalbaar is ingevolge die bepalinge van klousule 4 (1) ten opsigte van sy gewone werkure soos voorgeskryf by klousule 6: Met dien verstande—

(i) dat indien 'n werkgewer 'n werknemer ten opsigte van gewone werkure gereeld 'n hoër bedrag as dié wat in klousule 4 (1) voorgeskryf word, betaal, dit sodanige hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit enige besoldiging bedoel of insluit wat 'n werknemer, wat op 'n grondslag waarvoor in klousule 10 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"wag" 'n werknemer wat persele of eiendom bewaak;

"welsynbeampte" 'n werknemer wat kragtens die Wet op Verpleegsters, 1957, as 'n verpleegster geregistreer is of geag word geregistreer te wees of wat 'n geldige bekwaamheidsertifikaat in eerstehulp besit wat uitgereik is deur—

- (a) Die Rooikruisvereniging van Suid-Afrika;
- (b) St John Ambulance Association;
- (c) Die Suid-Afrikaanse Noodhulpliga;

en wat vir 'n eerstehulpkamer verantwoordelik is;

"toedraaier en/of verpakker" 'n werknemer wat lekkergoed of "geluksakkies" met die hand toedraai en/of verpak;

"storeman" means an employee who is in general charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse, or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"sweetmaker" means an employee who is responsible to the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—

(a) the making of a sweet mass in any cooking vessel;

(b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;

(c) the roasting, winnowing or boiling of cocoa beans or nuts, or the processing of chocolate (other than the melting or ready-made couverture) until it is ready to be used for dipping or coating or to be formed, poured, wrapped or otherwise fabricated;

(d) panning;

(e) the making of condensed milk; or

(f) the making of jam;

and who may perform any of the duties listed in any or all of paragraphs (a) to (f);

"sweetmaker, qualified," means a sweetmaker who has had not less than five years' experience;

"sweetmaker, unqualified," means a sweetmaker who has had less than five years' experience;

"sweets" means sweets or chocolates;

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

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

(b) all activities and operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients, carried on by any of the employers of such employees;

"trailer" means any conveyance drawn by a motor vehicle;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter, autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed to be under 1,000 lb;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 10 received over and above the amount which he would have received if he had not been employed on such a basis;

"watchman" means an employee who is engaged in guarding premises or property;

"welfare officer" means an employee who is registered or deemed to be registered as a nurse in terms of the Nursing Act, 1957, or who holds a current certificate of competency in first-aid issued by—

(a) The Red Cross Society of South Africa;

(b) St John Ambulance Association; or

(c) Die Suid-Afrikaanse Noodhulpiga;

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

"wrapper and/or packer" means an employee who wraps and/or packs sweets or "lucky packets" manually;

"toedraaier en/of verpakker, gekwalifiseer," 'n toedraaier en/of verpakker met minstens 12 maande ondervinding;

"toedraaier en/of verpakker, ongekwalifiseer," 'n toedraaier en/of verpakker met minder as 12 maande ondervinding.

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

4. BESOLDIGING

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

	Per week
	R c
Ambagsman	34 00
Assistent-versendingsklerk	15 00
Assistent-voorman, vrou	20 00
Assistent-voorman, man	28 00
Assistent-pakhuisman	15 00
Ketelbediener	9 75
Chauffeur	10 50
Kleedkamerbediende	10 50
Versendingsklerk, vrou	17 50
Versendingsklerk, man	24 00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 1,000 lb is	10 00
(ii) meer as 1,000 maar hoogstens 6,000 lb is	15 80
(iii) meer as 6,000 maar hoogstens 10,000 lb is	18 65
(iv) meer as 10,000 lb is	22 80
Fabrieksklerk, gekwalifiseer	12 00
Fabrieksklerk, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	9 00
gedurende tweede ses maande ondervinding	10 00
Voorman, vrou	24 00
Voorman, man	32 00
Werknemer graad I, gekwalifiseer	12 50
Werknemer graad I, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	8 50
gedurende tweede drie maande ondervinding	9 00
gedurende derde drie maande ondervinding	9 50
gedurende vierde drie maande ondervinding	10 00
gedurende vyfde drie maande ondervinding	10 50
gedurende sesde drie maande ondervinding	11 00
Werknemer graad II, gekwalifiseer—	
tot en met 15 Januarie 1971	10 00
daarna	10 50
Werknemer graad II, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	8 00
gedurende tweede drie maande ondervinding	8 50
gedurende derde drie maande ondervinding	9 00
gedurende vierde drie maande ondervinding	9 50
Groepelier	13 50
Faktotum	18 00
Arbeider—	
tot en met 15 Januarie 1971	8 00
daarna	8 50
Mobile hyser-bestuurder, gekwalifiseer	10 00
Mobile hyser-bestuurder, ongekwalifiseer	8 50
Deeltydse motorvoertuigbestuurder	10 00
Pakhuisman	24 00
Lekkergoedmaker, gekwalifiseer	30 00
Lekkergoedmaker, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	11 00
gedurende tweede ses maande ondervinding	13 00
gedurende derde ses maande ondervinding	15 00
gedurende vierde ses maande ondervinding	17 00
gedurende vyfde ses maande ondervinding	19 00
gedurende sesde ses maande ondervinding	21 00
gedurende sewende ses maande ondervinding	23 00
gedurende agtste ses maande ondervinding	25 00
gedurende negende ses maande ondervinding	27 00
gedurende tiende ses maande ondervinding	29 00
Wag	9 75
Welsynbeampte	16 00
Toedraaier en/of verpakker, gekwalifiseer	11 00

"wrapper and/or packer, qualified," means a wrapper and/or packer who has had not less than 12 months' experience;

"wrapper and/or packer, unqualified," means a wrapper and/or packer who has had less than 12 months' experience.

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

4. REMUNERATION

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

	Per week
	R c
Artisan	34 00
Assistant despatch clerk	15 00
Assistant foreman, female	20 00
Assistant foreman, male	28 00
Assistant storeman	15 00
Boiler attendant	9 75
Chauffeur	10 50
Cloakroom attendant	10 50
Despatch clerk, female	17 50
Despatch clerk, male	24 00
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb	10 00
(ii) exceeds 1,000 lb but not 6,000 lb	15 80
(iii) exceeds 6,000 lb but not 10,000 lb	18 65
(iv) exceeds 10,000 lb	22 80
Factory clerk, qualified	12 00
Factory clerk, unqualified—	
during the first six months of experience	9 00
during the second six months of experience	10 00
Foreman, female	24 00
Foreman, male	32 00
Grade I employee, qualified	12 50
Grade I employee, unqualified—	
during the first three months of experience	8 50
during the second three months of experience	9 00
during the third three months of experience	9 50
during the fourth three months of experience	10 00
during the fifth three months of experience	10 50
during the sixth three months of experience	11 00
Grade II employee, qualified—	
until the 15th of January 1971	10 00
thereafter	10 50
Grade II employees, unqualified—	
during the first three months of experience	8 00
during the second three months of experience	8 50
during the third three months of experience	9 00
during the fourth three months of experience	9 50
Group leader	13 50
Handyman	18 00
Labourer—	
until the 15th of January 1971	8 00
thereafter	8 50
Mobile hoist operator, qualified	10 00
Mobile hoist operator, unqualified	8 50
Part-time driver of a motor vehicle	10 00
Storeman	24 00
Sweetmaker, qualified	30 00
Sweetmaker, unqualified—	
during the first six months of experience	11 00
during the second six months of experience	13 00
during the third six months of experience	15 00
during the fourth six months of experience	17 00
during the fifth six months of experience	19 00
during the sixth six months of experience	21 00
during the seventh six months of experience	23 00
during the eighth six months of experience	25 00
during the ninth six months of experience	27 00
during the tenth six months of experience	29 00
Watchman	9 75
Welfare officer	16 00
Wrapper and/or packer, qualified	11 00

	Per week R c
Toedraaier en/of verpakker, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	8 00
gedurende tweede drie maande ondervinding	8 50
gedurende derde drie maande ondervinding	9 00
gedurende vierde drie maande ondervinding	9 50

(2) (a) *Los werknemer*.—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens die weekloon of, in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat die los werknemer moet verrig, gedeel deur vyf, plus 10 persent, betaal word.

(b) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon wat op die datum waarop die Ooreenkoms van krag word, aan 'n werknemer betaal word, daardeur verminder word nie, en enige werknemer wat op genoemde datum 'n loon ontvang wat hoër is as dié wat vir die betrokke klas in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang solank hy by dieselfde werkgever in diens is. As 'n werknemer sy werkgever se diens om enige rede verlaat en weer deur dieselfde werkgever in diens geneem word binne 30 kalenderdae na sodanige verlatting, word sodanige afwesigheid vir die toepassing van hierdie klousule nie geag 'n diensonderbreking te wees nie.

(3) *Kontrakbasis*.—Vir die toepassing van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens die bepalings van klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1), gelees met subklousule (4), vir 'n werknemer van sy klas voorgeskryf, betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat in klousule 6 voorgeskryf word, of minder, gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas; of

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

in hierdie Ooreenkoms voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal—

(i) In die geval bedoel in paragraaf (a) minstens die dagloon bereken teen die hoër weekloon; en

(ii) in die geval bedoel in paragraaf (b), minstens die dagloon bereken teen die hoogste weekloon wat van toepassing is op gekwalifiseerde werknemers van die hoër klas, met dien verstande dat indien die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ouderdom, ondervinding of geslag, hierdie subklousule nie van toepassing is nie.

(5) *Nagskofbesoldiging*.—'n Werknemer wat nagskof werk, uitgesonderd 'n nagwag of 'n werknemer wat gedurende die nag teenwoordig moet wees in verband met die verkoelerinstallasie of die opwekking van stoom of elektrisiteit, moet vir elke sodanige skof minstens sy dagloon plus 20 persent betaal word.

(6) *Bereken van lone*.—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon deur vyf te deel.

(b) Die maandloon van 'n werknemer word bereken teen vier en 'n derde maal sy weekloon.

(c) Die weekloon van 'n werknemer wat per maand besoldig word, word bereken deur sy maandloon deur vier en 'n derde te deel.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens die bepalings van klousule 7 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of, as die werkgever en die werknemer skriftelik daartoe ooreengekom het, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gebruikelike betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gebruikelike betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, die name van die werkgever en die werknemer, die werknemer se beroep, die getal gewone werkure, oortydure en nagskofure wat gewerk is, die besonderhede van bedrae afgetrek, die verskuldigde besoldiging en die tydperk waarvoor betaling geskied, gemeld word.

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

	Per week R c
Wrapper and/or packer, unqualified—	
during the first three months of experience	6 00
during the second three months of experience	8 50
during the third three months of experience	9 00
during the fourth three months of experience	9 50

(2) (a) *Casual employee*.—A casual employee shall be paid for each day or part of a day of employment, not less than the weekly wage or in the case of a rising scale, the weekly wage of a qualified employee prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by five plus 10 per cent.

(b) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date is in receipt of wages in excess of those prescribed for the class concerned in the Agreement shall continue to receive such higher rates whilst employed by the same employer. Should an employee leave his employer's service for any reason and then be re-employed by the same employer within 30 calendar days of such leaving, such absence shall not be regarded as a break in employment for the purpose of this clause.

(3) *Basis of contract*.—For the purposes 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 clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) read with subclause (4) for an employee of his class whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 6 or less.

(4) *Differential rate*.—An employer, who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any 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 wage higher than that of his own class;

is prescribed in this Agreement, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a) not less than the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the highest weekly rate applicable to qualified employees of the higher class; provided that where the difference between classes is, in terms of subclause (1) based on age, experience, or sex, the provisions of this subclause shall not apply.

(5) *Night shift remuneration*.—An employee, employed on night shift, other than a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid for each such shift not less than his daily wage plus 20 per cent.

(6) *Calculation of wages*.—(a) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by five.

(b) The monthly wage of an employee shall be calculated at the rate of four and one-third times his weekly wage.

(c) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and one-third.

5. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees*.—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name, and occupation, the numbers of ordinary hours, overtime hours or night shifts worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made.

(2) *Casual employees*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

(4) *Koop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis om van hom of van 'n winkel of persoon deur hom aangewys, goedere te koop nie.

(5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of plek deur hom aangewys, etes of huisvesting of etes en huisvesting aan te neem nie.

(6) *Boetes en aftrekkings*.—Die werkgewer mag sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie; met dien verstande dat hy die volgende mag aftrek:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse;

(b) met die skriftelike toestemming van sy werknemer, die ledegeld vir 'n vakvereniging;

(c) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, uitgesonderd op las, of op versoek van die werkgewer 'n bedrag wat in verhouding is tot die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang het;

(d) 'n bedrag wat die werkgewer regtens of op bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;

(e) wanneer 'n werknemer daarmee instem of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes of huisvesting of etes en huisvesting van sy werkgewer aan te neem, 'n bedrag wat hoogstens gelyk is aan die volgende bedrae:—

	Per week	Per maand
	c	R
Etes.....	40	1.73
Huisvesting.....	20	0.87
Etes en huisvesting.....	60	2.60

(f) wanneer die gewone werkure, in klousule 6 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer se weekloon, gedeel deur 45, ten opsigte van elke uur van sodanige vermindering; met dien verstande dat sodanige bedrag hoogstens gelyk aan een sewende van die weekloon van die werknemer is, ongeag die getal ure waarmee die gewone werkure verminder word; en voorts met dien verstande dat geen bedrag—

(i) in die geval van korttyd weens 'n bedryfslapte of 'n tekort aan grondstowwe afgetrek word nie, tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) in die geval van korttyd weens 'n algemene inklaarraking van installasie of masjinerie of 'n onklaarraking of 'n dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodgeval ten opsigte van die eerste uur wat nie gewerk word nie, afgetrek word nie tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(g) geld wat die werkgewer aan sy werknemer geleen het; met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer, mag uitmaak;

(h) behoudens die bepalings van subklousule (4) en met die skriftelike toestemming van sy werknemer, 'n bedrag verskuldig aan 'n werkgewer vir goedere wat sy werknemer van hom gekoop en vir verversings wat hy aan hom verskaf het; met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer, mag uitmaak;

(i) 'n bedrag gelyk aan sy dagloon ten opsigte van alle openbare vakansiedae waarop 'n werknemer toegelaat word om nie te werk nie, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag elke vyfde jaar met ingang van 1971, Gesinsdag, Geloftedag of Kersdag.

6. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer wees nie as—

(i) 45 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege op 'n dag.

(2) 'n Los werknemer mag hoogstens nege gewone werkure op 'n dag werk.

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

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

(5) *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 or board and lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(b) with the written consent of his employee a deduction for subscriptions to a trade union;

(c) except where otherwise provided in this Agreement whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(d) a deduction of any amount which an employer legally or by order of any competent court is required or permitted to make;

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

	Per week	Per month
	c	R
Board.....	40	1.73
Lodging.....	20	0.87
Board and lodging.....	60	2.60;

(f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 45; provided that such deduction shall not exceed one-seventh of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—

(i) in the case of short-time arising out of slackness of trade or shortage of raw materials unless the employer has given his employee not less than 24 hours' notice of his intention to reduce the ordinary hours of work;

(ii) in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or a threatened breakdown of buildings caused by accidents or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;

(g) a deduction for any money lent by an employer to his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

(h) subject to the provisions of subclause (4) with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee, and for refreshments supplied; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

(i) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, every fifth year commencing 1971, Family Day, the Day of the Covenant or Christmas Day, on which an employee is permitted not to work, of an amount equal to his daily wage.

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

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

(i) forty-five in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, nine hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day.

(3) *Etenspouses.*—'n Werknemer mag nie van sy werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis of hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie; met dien verstande dat—

(i) werktye wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) as sodanige pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd te wees wat gewerk is;

(iii) 'n motorvoertuigbestuurder wat gedurende sodanige pouse geen ander werk verrig as om verantwoordelik vir die voertuig en sy vrag, as daar is, te wees of te bly nie, by die toepassing van hierdie subklousule geag word gedurende sodanige pouse nie te gewerk het nie.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers so na aan die middel van elke werktidperk in die voor- en die namiddag as moontlik 'n ruspouse van minstens 10 minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer uit te maak.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalinge van subklousules (3) en (4), moet alle werkure op 'n dag opeenvolgend wees.

(6) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die maksimum getal ure wat in subklousule (1) en (2) voorgeskryf word, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*

(a) *Manlike werknemers.*—'n Werkgewer mag nie van sy manlike werknemers vereis of hulle toelaat om langer oortyd as die volgende te werk nie:—

(i) Twee uur op 'n dag; met dien verstande dat vyf uur oortyd op 'n Saterdag gewerk mag word;

(ii) tien uur in 'n week.

(b) *Vroulike werknemers.*—'n Werkgewer mag nie van sy vroulike werknemers vereis of hulle toelaat om—

(i) oortyd op meer as drie agtereenvolgende dae of langer as twee uur op 'n dag of op meer as 60 dae in 'n jaar te werk nie; met dien verstande dat daar nie van 'n vroulike werknemer vereis of sy nie toegelaat mag word om tussen 6 nm. en 6 vm., of na 1 nm. op meer as vyf dae in enige week te werk nie; voorts met dien verstande dat vyf uur oortyd op 'n Saterdag gewerk mag word;

(ii) langer as 10 uur per week oortyd te werk nie.

(8) *Ete moet verskaf word.*—'n Werkgewer moet aan 'n manlike werknemer van wie vereis word om na 6.30 nm. oortyd te werk en aan 'n vroulike werknemer van wie vereis word om langer as een uur na haar gewone werkure oortyd te werk, 'n toereikende ete verskaf of in plaas daarvan aan so 'n werknemer betyds 'n bedrag van minstens 25 sent betaal sodat sodanige werknemer in staat gestel kan word om 'n ete te nuttig voordat daar met die oortyd begin word.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy werk, minstens een en 'n half maal die loon betaal wat sodanige werknemer verdien.

(10) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie op werknemers wat altesaam meer as R2,400 per jaar verdien of op 'n wag van toepassing nie, en die bepalinge van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n manlike werknemer wat werk verrig wat deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval veroorsaak word of wat werk verrig in verband met die nagaan of herstel van installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie of wat herstelwerk verrig aan geboue wat nie uitgevoer kan word terwyl die masjinerie aan die gang is nie, met dien verstande egter dat 'n wag wat sewe dae per week werk, een diensvry dag per week met volle besoldiging toegestaan moet word of dubbel 'n dag se loon betaal moet word vir een dag as van hom vereis word om sewe dae per week te werk.

7. JAARLIKSE VERLOF

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof soos volg toestaan:—

(a) In die geval van 'n wag, 21 opeenvolgende kalenderdae;

(b) in die geval van alle ander werknemers, 13 opeenvolgende werkdag;

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without one meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work; and such interval shall be deemed not to be part of the ordinary hours of work or overtime; provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;

(iii) a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this subclause not to have worked during such interval.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of work to be consecutive.*—Save as provided in subclauses (3) and (4), all hours of work on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the maximum number of hours prescribed in subclauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of overtime.*

(a) *Male employees.*—An employer shall not require or permit his male employees to work overtime for more than—

(i) two hours on any day; provided that five hours overtime may be worked on a Saturday;

(ii) ten hours in any week.

(b) *Female employees.*—An employer shall not require or permit his female employees to work—

(i) overtime on more than three consecutive days or for more than two hours on any one day or on more than 60 days in any year; provided that no female employee shall be permitted or required to work between the hours 6 p.m. and 6 a.m., or after 1 p.m. on more than five days in any one week; provided further that five hours overtime may be worked on a Saturday;

(ii) overtime for more than 10 hours in any week.

(8) *Meals to be provided.*—An employer shall provide a male employee who is required to work overtime after 6.30 p.m., and a female employee who is required to work for more than one hour after her ordinary working hours, with a sufficient meal, or in lieu thereof shall pay to such employee an amount not less than 25 cents in sufficient time to enable such employee to obtain a meal before the overtime is due to commence.

(9) *Payment of overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-half times the wage due to such employee.

(10) *Savings.*—The provisions of this clause shall not apply to employees receiving more than R2,400 per annum in total wages, or a watchman, and the provisions of subclauses (3), (4), (5) and (7) shall not apply to a male employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work or repairs to buildings which cannot be carried out while machinery is working: Provided, however, that a watchman who works a seven-day week shall be granted one day off per week on full pay or be paid a double day's pay for one day if he is required to work a seven-day week.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months' employment with him—

(a) in the case of a watchman, 21 consecutive calendar days' leave;

(b) in the case of all other employees, 13 consecutive working days' leave;

en moet hy sodanige werknemer soos volg betaal:—

(i) In die geval van 'n werknemer in (a) genoem, minstens drie maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is; en

(ii) in die geval van 'n werknemer in (b) genoem, 'n bedrag van minstens die weekloon wat hy onmiddellik voor die aanvang van die verlof verdien het, gedeel deur vyf, ten opsigte van elke dag, van sodanige verlof. Wat al hierdie werknemers betref, beteken die uitdrukking "werkdae" alle dae van Maandag tot en met Vrydag.

Wanneer 'n werknemer gedurende die verloftydperk geregtig word op 'n verhoging van besoldiging, moet die verhoging met ingang van die datum waarop dit betaalbaar word, in aanmerking geneem word by die berekening van die bedrag wat ingevolge subklousule (1) (a) en (b) aan hom betaalbaar is.

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

(i) indien sodanige verlof nie vroeër toegestaan is nie, dit so toegestaan moet word dat dit, behoudens die bepalings van subklousule (3), begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het, of dat, indien die werknemer skriftelik daarmee ingestem het voor verstryking van genoemde tydperk van vier maande, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie met siekteverlof wat kragtens klousule 8 verleen is en ook nie met enige tydperk van militêre opleiding of met 'n tydperk gedurende welke kennisgewing van diens beëindiging aan die werknemer verloop mag saamval nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag elke vyfde jaar met ingang van 1971, Gesinsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, 'n verdere werkdag vir elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer 'n bedrag gelyk aan sy dagloon ten opsigte van elke sodanige bygevoegde dag moet ontvang;

(iv) dat 'n werkgever alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is, gedurende die tydperk van 12 maande diens waarop sodanige tydperk van jaarlikse verlof betrekking het, van sodanige verlof mag aftrek.

(3) Op versoek van 'n arbeider mag 'n werkgever, in plaas van die verlof vir die arbeider voorgeskryf in subklousule (1) hom minstens die bedrag betaal wat die werkgever hom ten opsigte van sodanige verlof sou moes betaal het as die verlof toegestaan was; met dien verstande dat sodanige betaling in plaas van verlof hoogstens een keer in twee agtereenvolgende tydperk van 12 maande diens by dieselfde werkgever toegelaat word.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet voor of op die laaste werkdag voor die datum waarop die verlof begin, betaal word.

(5) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof opgeloop het wat in subklousule (1) genoem word, moet, behoudens die bepalings van die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging ten opsigte van elke voltooide week van sodanige tydperk van minder as een jaar, in die geval van 'n wag, minstens een-sewentiende en in die geval van alle ander werknemer, minstens een-twintigste van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) 'n Werknemer wat op 'n verloftydperk soos in subklousule (1) voorgeskryf, geregtig geword het en wie se dienskontrak beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van beëindiging aan hom verleen was.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) met siekteverlof kragtens klousule 8 afwesig is;
- (c) op las of op versoek van sy werkgever afwesig is;
- (d) militêre opleiding ondergaan ingevolge die Verdedigingswet van 1957, soos gewysig;

and shall pay to such employee—

(i) in the case of an employee mentioned in (a), not less than three times the weekly wage to which he is entitled as from the first day of the commencement of the leave; and

(ii) in the case of an employee mentioned in (b) an amount not less than the weekly wage due to him immediately before the commencement of such leave divided by five, in respect of each day thereof. In regard to all such employees the expression "working days" shall mean Mondays to Fridays inclusive.

In the event of an employee becoming entitled to an increase in wages during the period of leave, the increase shall be taken into account from the date it is due in computing the amount payable to him in terms of subclause (1) (a) and (b).

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer; provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employee has agreed thereto, in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military training nor with any period during which the employee is under notice of termination of employment;

(iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day every fifth year commencing 1971, Family Day, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of annual leave relates.

(3) At the request of a labourer an employer may, in lieu of granting leave prescribed for such labourer in subclause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer.

(4) *Leave remuneration*.—The remuneration in respect of the annual leave prescribed in subclause (1) shall be paid not later than the last work day before the date of the commencement of the leave.

(5) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued, shall, save as provided in the fourth proviso of subclause (2), upon such termination be paid in respect of each completed week of such period of less than one year, in the case of a watchman not less than 1/17th and in the case of all other employees not less than 1/20th of the weekly wage which he was receiving immediately before the date of such termination.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

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

- (a) on leave in terms of subclause (1);
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing military training in pursuance of the Defence Act, 1957, as amended;

en wat altesaam in enige jaar hoogstens 10 weke beloop ten opsigte van items (a), (b) en (c) plus 'n maksimum tydperk van vier maande van enige opleiding in item (d) genoem, wat in daardie jaar ondergaan is, en diens word geag soos volg te begin:—

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

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

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

(8) (a) 'n Werkgever het die reg om sy fabriek te eniger tyd vir jaarlikse verlof te sluit vir die tydperk wat in subklousule (1) (b) hiervan voorgeskryf en verleng word deur dié addisionele dae wat kragtens subklousule (2) (iii) hiervan bygevoeg mag word; met dien verstande egter dat 'n werkgever sodanige sluiting met 'n addisionele twee werkdae mag verleng sonder om daarvoor te betaal.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-inrigting ingevolge paragraaf (a) nog nie op die volle tydperk van jaarlikse verlof soos voorgeskryf in subklousule (1), geregtig is nie, moet ten opsigte van dié verlof wat wel aan hom verskuldig is, betaal word op die grondslag in subklousule (5) gemeld; met dien verstande dat 'n werkgever aan sodanige werknemer 'n bedrag mag voorskiet wat gelyk is aan die verskil tussen die bedrag wat aan hom verskuldig en betaal is ten opsigte van die opgeloopte verlof en die bedrag wat ten opsigte van verlof aan hom verskuldig sou gewees het as hy 12 maande diens voltooi het ten tyde van sodanige sluiting, en enige bedrag wat aldus voorgeskië word, moet vir die toepassing van klousule 5 (6) (g) geag word geld te wees wat geleen is.

8. SIEKTEVERLOF

(1) 'n Werkgever moet aan sy werknemer wat van sy werk afwesig is weens ongeskiktheid altesaam 10 werkdae siekteverlof gedurende enige jaar diens verleen en hom ten opsigte van elke sodanige dag een-vyfde van die weekloon betaal wat hy ontvang het onmiddellik voor die aanvang van sodanige verlof; met dien verstande dat die werknemer binne een week na sodanige afwesigheid mag vereis dat 'n sertifikaat deur 'n geregistreerde mediese praktisyn onderteken, ingedien moet word ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word; en voorts met dien verstande dat wanneer 'n werknemer reeds gedurende 'n diensjaar van 'n vorige werkgever of werkgevers betaling kragtens hierdie subklousule ontvang het, 'n werkgever geregtig is om die getal dae siekteverlof waarop die werknemer kragtens hierdie klousule ten opsigte van die betrokke diensjaar geregtig is, af te trek, en vir die toepassing hiervan moet die werknemer se vorige siekteverlof vasgestel word uit die inligting wat in Aanhangsel B van hierdie Ooreenkoms verstrekk word.

(2) Vir die toepassing van subklousule (1) hiervan begin 'n werknemer se diensjaar op 1 Januarie en eindig dit op 31 Desember elke jaar.

(3) 'n Werknemer is nie op betaling vir siekteverlof gedurende die eerste 13 weke diens by sy werkgever geregtig nie. Daarna is hy geregtig op betaling vir siekteverlof vir hoogstens vyf werkdae. By die voltooiing van 'n verdere 13 weke diens is hy geregtig op betaling vir siekteverlof vir 'n verdere vyf werkdae, altyd behoudens die reg van die werkgever om kragtens subklousule (1) hiervan enige siekteverlof waarvoor 'n vorige werkgever betaal het, af te trek.

(4) Waar 'n werkgever by enige wet verplig word om hospitaalgelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal en hy sodanige gelde wel betaal, kan die bedrag wat aldus betaal is, afgetrek word van die betaling wat ingevolge hierdie klousule ten opsigte van ongeskiktheid verskuldig is.

(5) Siekteverlof mag nie met enige tydperk wat 'n werknemer afwesig is met verlof toegestaan kragtens klousule 7 of met enige tydperk van militêre opleiding saamval nie.

(6) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat daaraan geheg word in klousule 7 (7).

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens 'n siekte of 'n besering, behalwe siekte of besering wat deur 'n werknemer

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus the period, subject to a maximum of 4 months, of any training referred to in item (d) undergone in that year, and employment shall be deemed to commence—

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

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

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

(8) (a) An employer shall be entitled to close his factory for annual leave at any time for the period set out in subclause (1) (b) hereof, extended by such additional days as may be added by virtue of subclause (2) (iii) hereof; provided, however, that an employer may extend such closing for a further two additional working days without payment therefor.

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) shall in respect of any leave due to him be paid on the basis set out in subclause (5); provided that an employer may advance to such employee an amount equivalent to the difference between the amount due and paid to him in respect of accrued leave and the amount which would have been due to him in respect of leave if he had completed 12 months of employment at such closing and any amount so advanced shall for the purpose of clause 5 (6) (g) be deemed to be money lent.

8. SICK LEAVE

(1) An employer shall grant to his employee who is absent from work through incapacity, 10 work days' sick leave in the aggregate during any one year of employment and shall pay to him in respect of each such day one-fifth of the weekly wage which he was receiving immediately prior to the commencement of such leave; provided that the employer may require within one week of absence the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed and provided further that where an employee has already received payment in terms of this subclause from any previous employer or employers during any year of employment an employer shall be entitled to deduct the number of days' sick leave thus paid from the number of days' sick leave the employee is entitled to in terms of this clause in respect of the year of employment to which such leave relates and for the purpose hereof the employee's previous sick leave shall be determined from the information furnished in Annexure B in this Agreement.

(2) For the purpose of subclause (1) hereof the year of employment of an employee shall commence on the 1st of January and terminate on the 31st of December of each year.

(3) An employee shall not be entitled to payment for sick leave occurring during the first 13 weeks of his employment with his employer. Thereafter he shall be entitled to payment of a maximum of five work days' sick leave. On completion of a further 13 weeks of employment he shall be entitled to payment up to a further five work days' sick leave. Subject always to the employer's right to deduct in terms of subclause (1) hereof any sick leave paid by a previous employer.

(4) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, the payment due in respect of incapacity in terms of this clause, the payment due in respect of incapacity in terms of this clause.

(5) Sick leave shall not run concurrent with any period during which an employee is absent on leave granted in terms of clause 7 or with any period of military training.

(6) For the purpose of this clause the expression "employment" shall have the same meaning as assigned to it in clause 7 (7).

(7) For the purpose of this clause the expression "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own miscon-

se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte, waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof, en moet verlof toegestaan word, op Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Republiekdag elke vyfde jaar met ingang van 1971, Hemelvaartsdag, Gesinsdag, Geloftedag en Kersdag, afgesien daarvan of sodanige dae op 'n Saterdag of Sondag val en moet ten opsigte van elke sodanige dag minstens sy weekloon, gedeel deur vyf, betaal word; met dien verstande dat daar van 'n werknemer vereis mag word om op enigiene van dié dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer en 'n wag, op Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Republiekdag elke vyfde jaar met ingang van 1971, Hemelvaartsdag, Gesinsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weekloon, gedeel deur vyf, plus die weekloon, gedeel deur 45, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, betaal.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag elke vyfde jaar met ingang van 1971, Gesinsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die daaglikse totaal wat in klousule 4 vir 'n los werknemer voorgeskryf word, plus sodanige daaglikse totaal, gedeel deur nege, vir elke uur of gedeelte van 'n uur aldus gewerk, betaal.

(3) *Besoldiging vir werk op Sondag.*—'n Werkgever moet 'n werknemer vir enige tyd wat hy op 'n Sondag gewerk het, betaal—

(i) teen 'n skaal van minstens dubbel sy volle loon ten opsigte van 'n gewone werkdag of teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die totale tydperk aldus op sodanige Sondag gewerk, naamlik die grootste bedrag; of

(ii) teen 'n skaal van minstens een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy op sodanige Sondag gewerk het, en hom daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie met volle betaling toestaan.

10. AANSPORINGSLOONWERK

(1) Na minstens een week kennisgewing aan sy werknemer, mag 'n werkgever 'n aansporingsloonwerkskema invoer, en behoudens die bepaling van klousule 5 (6), moet die werkgever sodanige werknemer wat volgens sodanige aansporingsloonwerkskema vir enige tydperk werk, besoldig teen die aansporingsloon wat volgens die stelsel van toepassing is; met dien verstande dat die werkgever, ongeag die hoeveelheid of gehalte van of die werk wat verrig is, die werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin aansporingsloonwerk verrig word, die weekloon wat in klousule 4, gelees met klousule 6 (9), vir 'n werknemer van sy klas voorgeskryf word;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop aansporingsloonwerk verrig word, die besoldiging wat vir sodanige werknemer in klousule 4, gelees met klousule 6 (9), voorgeskryf word.

(2) Die werkgever moet 'n lys van die aansporingslone wat in subklousule (1) bedoel word, op 'n opvallende plek in sy inrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande aansporingsloonwerkskema of die lone wat daarvolgens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een week vooraf kennis gee van sodanige voorneme; met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn kan ooreenkom, en in so 'n geval mag die werkgever nie vir 'n korter tydperk kennis gee as die kennisgewingstermyn waaroor daar ooreengekom is nie.

11. GETALSVIRHOUDING

(1) Die werkgever mag nie 'n assistent-voorman, assistent-pakhuisman of assistent-versendingsklerk in diens neem nie tensy hy onderskeidelik 'n voorman, pakhuisman of versendingsklerk in sy diens het.

(2) Die werkgever mag nie 'n groepleier in diens neem nie tensy hy 'n voorman in sy diens het.

duct; provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays.*—An employee, other than a watchman, shall be entitled to and granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day every fifth year commencing 1971, Family Day, Day of the Covenant and Christmas Day, whether or not such days fall on Saturday or Sunday and shall be paid in respect of each such day not less than his weekly wage divided by five; provided that an employee may be required to work on any such day.

(2) *Payment for work on public holidays.*—(a) Whenever an employee other than a casual employee and a watchman, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day every fifth year commencing 1971, Family Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each day not less than his weekly wage divided by five plus, in respect of each hour or part of any hour so worked, such weekly wage divided by 45.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day every fifth year commencing 1971, Family Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day, not less than the daily total prescribed in clause 4 for a casual employee, plus such daily total divided by nine for each hour or part of an hour so worked.

(3) *Payment for work on Sundays.*—An employer shall pay an employee for any time worked by him on a Sunday—

(i) at a rate of not less than double his full wage in respect of a normal working day, or at a rate of not less than double his ordinary wage in respect of the total period worked on such Sunday, whichever is the greater; or

(ii) at a rate of not less than one and one-half times his hourly wage in respect of each hour or part of an hour worked on such Sunday, and in addition grant him within seven days of such Sunday, one day's holiday on full pay.

10. INCENTIVE RATES WORK

(1) An employer may, after at least one week's notice to his employee, apply any incentive works system and, save as provided for in clause 5 (6), the employer shall pay to such employee, who is employed on such incentive rates work system for any period, remuneration at the incentive rates applicable under such system; provided that, irrespective of the quality or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee in respect of each week in which incentive rates work is performed, the weekly wage prescribed in clause 4 read with clause 6 (9) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which incentive rates work is performed, the remuneration prescribed for such employee in clause 4 read with clause 6 (9).

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the incentive rates referred to in subclause (1).

(3) An employer who intends to cancel or amend in any way any incentive rates work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one week's notice of the intention; provided that an employer and his employee may agree on a longer period of notice in which case the employer shall give not less than the period of notice agreed upon.

11. PROPORTION OR RATIO

(1) An employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) An employer shall not employ a group leader unless he has in his employ a foreman.

(3) 'n Werkgewer mag nie 'n ongekwalifiseerde lekkergoedmaker in diens neem nie tensy hy 'n gekwalifiseerde lekkergoedmaker in sy diens het, en vir elke gekwalifiseerde lekkergoedmaker in sy diens mag hy hoogstens een ongekwalifiseerde lekkergoedmaker in diens neem.

(4) (a) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad I in diens neem nie tensy hy 'n gekwalifiseerde werknemer graad I in sy diens het, en vir elke gekwalifiseerde werknemer graad I in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad I in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad II in diens neem nie tensy hy 'n gekwalifiseerde werknemer graad I of graad II in sy diens het, en vir elke gekwalifiseerde werknemer graad I of graad II in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad II in diens neem.

(5) Niks in hierdie klousule moet so uitgelê word dat dit die indiensneming van 'n ongekwalifiseerde werknemer graad I en 'n ongekwalifiseerde werknemer graad II vir dieselfde werknemer graad I toelaat nie.

(6) Vir die toepassing van hierdie klousule—

(a) kan 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees; met dien verstande dat hoogstens een lid van 'n firma of vennootskap geag mag word sodanige werknemer te wees; en voorts met dien verstande dat sy naam in die tyd- en loonregister moet voorkom en die beroep wat hy beoefen, daarin ingeskryf is;

(b) kan 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, geag word 'n gekwalifiseerde werknemer te wees.

(7) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing.

12. LOGBOEK

(1) Die werkgewer moet aan elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder in sy diens 'n logboek verskaf wat sover doenlik in die volgende vorm moet wees:—

DAAGLIKSE LOG.

Naam van werkgewer _____
 Naam van bestuurder _____
 Datum _____
 Tyd waarop werk begin het _____ vm./nm. _____ vm./nm.
 Tyd waarop werk gestaak is _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenstye van _____ vm./nm. tot _____ vm./nm.
 Besonderhede van ongeluk of oponthoud _____

Handtekening van Bestuurder.

Datum _____ 19 _____

(2) Elke bestuurder of deeltydse bestuurder van 'n motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) voorgeskryf word, moet genoemde daaglikse log ten opsigte van elke dag se werk sover doenlik in die voorgeskrewe vorm en in tweevoud invul en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het die ingevulde duplikaatkopie daarvan aan sy werkgewer lewer.

(3) Elke werkgewer moet die ingevulde duplikaatkopie van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van drie jaar hou na die datum waarop hy dit ontvang het.

13. BEÏNDIGING VAN DIENSKONTRAK

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

(a) in die geval van 'n werknemer wat weekliks besoldig word, 'n week; en

(b) in die geval van 'n werknemer wat maandeliks besoldig word, 'n maand;

vooraf kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer kan die dienskontrak sonder kennisgewing beëindig deur die werknemer minstens die volgende te betaal:—

(i) In die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van die beëindiging ontvang;

(ii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer ten tyde van die beëindiging ontvang;

(3) An employer shall not employ an unqualified sweetmaker, unless he has in his employ a qualified sweetmaker, and for each qualified sweetmaker in his employ he shall not employ more than one unqualified sweetmaker.

(4) (a) An employer shall not employ an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee in his employ he shall not employ more than one unqualified Grade I employee;

(b) An employer shall not employ an unqualified Grade II employee unless he has in his employ a qualified Grade I employee or Grade II employee and for each qualified Grade I employee or Grade II employee in his employ he shall not employ more than one unqualified Grade II employee.

(5) Nothing in this clause shall be so construed as to permit of the employment of both an unqualified Grade I employee and an unqualified Grade II employee for the same qualified Grade I employee.

(6) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class; provided that not more than one member of any firm or partnership shall be so deemed; provided further that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

(7) This clause shall apply separately to each establishment.

12. LOG BOOK

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

DAILY LOG

Name of employer _____
 Name of driver _____
 Date _____
 Time of starting work _____ a.m./p.m. _____ a.m./p.m.
 Time of finishing work _____ a.m./p.m. _____ a.m./p.m.
 Number of hours worked _____
 Meal hours from _____ a.m./p.m. to _____ a.m./p.m.
 Particulars of any accident or delay _____

Signature of driver _____

Date _____ 19 _____

(2) Every driver of a motor vehicle or part-time motor vehicle driver upon being provided with a log book referred to in subclause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work and shall, within 24 hours of the completion of the day's work to which it relates, deliver a duplicate completed copy thereof to his employer.

(3) Every employer shall retain the duplicate completed copy of the daily log, which in terms of subclause (2) has been delivered to him for a period of three years subsequent to the occurrence of that event.

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) in the case of an employee paid weekly, one week's notice; and

(b) in the case of an employee paid monthly, one month's notice;

of his intention to terminate the contract, or any employer may terminate the contract without notice by paying the employee not less than—

(i) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;

(ii) in the case of a month's notice, the monthly wage which the employee is receiving at the date of such termination;

met dien verstande dat hierdie bepalings nie die volgende aantass nie:—

- (i) Die reg van 'n werkgever, of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as dié wat in hierdie klousule voorgeskryf word;
- (iii) die inwerkingtreding van 'n verbeuring of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Waar daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Daar moet, met inagneming van die bepalings van subklousule (1), soos volg kennis gegee word:—

- (a) In die geval van 'n weeklikse werknemer, tot 12-uur middag op die dag wat volg op die dag waarop die werkweek van die bedryfsinrigting vir sodanige werknemers eindig, en die kennisgewingstermyn loop vanaf sodanige dag;
- (b) in die geval van 'n maandelikse werknemer, tot om 12-uur middag op die eerste dag van 'n kalendermaand, en die kennisgewingstermyn loop vanaf sodanige dag;

met dien verstande—

- (i) dat kennis nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 7 verleen is of gedurende enige tydperk van militêre opleiding gegee mag word of daarmee mag saamval nie;
- (ii) dat kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 8 verleen is, gegee mag word nie.

(4) Die kennisgewing wat in hierdie klousule voorgeskryf word, moet met uitsondering van die geval van 'n werknemer wat in klousule 4 (2) (a) genoem word, op skrif gestel word en in die vorm wees wat in Aanhangsel C van hierdie Ooreenkoms voorgeskryf word.

(5) As 'n werkgever versuim om kennis te gee soos hierin bepaal, moet hy sy werknemer 'n bedrag betaal wat, in die geval van 'n werknemer wat weekliks betaal word, gelyk is aan een week se besoldiging, en in die geval van 'n werknemer wat maandeliks betaal word, gelyk is aan een maand se besoldiging of wat, wanneer daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan is, gelyk is aan die besoldiging vir die tydperk van kennisgewing waaroor daar ooreengekom is. As 'n werknemer versuim om kennis te gee soos hierin bepaal, kan die werkgever enige loon hou, maar nie die verlosbesoldiging wat ten tyde van die beëindiging van sy dienskontrak besig is om op te loop nie.

14. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand wat jonger as vyftien (15) jaar is in diens neem nie.

15. DIENSSERTIFIKAAT

(1) 'n Werkgever moet by die beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat uitreik waarop geen verandering aangebring is nie en wat in die vorm is soos voorgeskryf in Aanhangsel B.

(2) Die sertifikaat in subklousule (1) hierbo bedoel, moet deur die Raad verskaf en deur die werkgever in drievoud uitgereik word. Die oorspronklike moet aan die betrokke werknemer gegee word; een kopie moet saam met die maandelikse opgawe soos voorgeskryf in Aanhangsel A, aan die Raad gestuur en een kopie moet deur die werkgever vir registerdooelindes gehou word.

(3) Die sertifikaat moet in elke geval van diensbeëindiging uitgereik word; as die oorspronklike sertifikaat nie aan die betrokke werknemer oorhandig kan word nie, moet dit na sy laaste bekende adres of, as dit nie beskikbaar is nie, aan die Sekretaris van die Raad gestuur word.

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer moet dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en skoon toestand hou, en sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgever.

provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice as prescribed in subclause (1) shall be given—

(a) in the case of a weekly employee, up to 12 noon on the day following the day on which the working week of the establishment ends for such employees and shall commence to run from such day;

(b) in the case of a monthly employee, up to 12 noon on, and shall commence to run from, the first day of a calendar month;

provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or with any period of military training;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be, in writing, in the form prescribed in Annexure C to this Agreement, except in the case of an employee referred to in clause 4 (2) (a).

(5) Should an employer fail to give notice as provided herein he shall pay his employee an amount equivalent to one week's wage, in the case of a weekly paid employee and to one month's wage in the case of a monthly paid employee, or when an agreement is entered into in terms of the second proviso to subclause (1), equivalent to the period of notice agreed upon. Should an employee fail to give notice as provided herein, the employer may retain any wages but not leave pay which are in the process of accrual at the time of termination of his contract of employment.

14. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of fifteen (15) years.

15. CERTIFICATE OF SERVICE

(1) An employer shall, upon termination of the contract of employment of any employee, other than a casual employee, furnish such employee with a certificate of service, without alteration in the form prescribed in Annexure B.

(2) The certificate referred to in subclause (1) above, shall be supplied by the Council and shall be issued by an employer, in triplicate, the original being handed to the employee concerned, one copy being forwarded to the Council together with the monthly return prescribed in Annexure A and one copy retained by the employer for record purposes.

(3) The certificate shall be issued in each and every case of termination of employment, and in the event of it not being possible to hand to original to the employee concerned it shall be forwarded to him at his last known address, or if this is not available it shall be forwarded to the Secretary of the Council.

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer.

17. VRYSTELLINGS

(1) Die Raad mag vrystellings van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

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

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word;
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie hou van elke sertifikaat wat uitgereik word;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die werkgever stuur.

18. UITGAWES VAN DIE RAAD

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

(1) Elke werkgever moet van die loon van elkeen van sy arbeiders twee sent per week en van die loon van elkeen van sy ander werknemers drie sent per week aftrek.

(2) By die bedrag afgetrek soos in subklousule (1) bepaal, moet die werkgever 'n bedrag voeg wat daaraan gelyk is.

(3) Elke werkgever moet die totale bedrag bedoel in subklousules (1) en (2), saam met die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, voor of op die 15de dag van die maand ná die maand waarop die bedrae wat afgetrek is, betrekking het, aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur.

(4) Die bedrae moet afgetrek en bygevoeg word selfs wanneer 'n werknemer met verlof is kragtens klousule 7 of wanneer 'n werknemer betaling kragtens klousule 8 tydens siekteverlof ontvang en moet ten volle betaal word selfs waar 'n werknemer minder as 'n volle week se loon betaal word.

(5) Die Raad mag die bedrae wat afgetrek word, te eniger tyd verminder indien hy dit dienstig ag.

19. REGISTRASIE VAN WERKNEMERS

(1) Elke werkgever wat dit nog nie ingevolge 'n ooreenkoms wat in die Nywerheid van krag is, gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en

(2) Elke werkgever wat na daardie datum tot die Nywerheid toetree moet binne een maand nadat hy met sy werksaamhede begin het, onderstaande besonderhede stuur aan die Sekretaris van die Raad, Posbus 4172, Johannesburg:—

- (i) Die volle naam/name van die eienaar(s), vennote of direkteur;
- (ii) die adres van die eienaar(s), vennote of direkteur;
- (iii) die naam van die onderneming;
- (iv) die adres waar die besigheid geleë is;
- (v) die aard van die besigheid;
- (vi) die getal werknemers.

(3) Ingeval 'n onderneming van bestuur, eienaar, status, naam en adres verander, moet die Raad binne een maand van sodanige verandering in kennis gestel word.

20. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

Werkgevers 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.

17. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person—

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

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

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

(4) The Secretary to the Council shall—

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

18. EXPENSES OF THE COUNCIL

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

(1) Each employer shall deduct from the wages of each of his labourers two cents per week and from each of his other employers three cents per week.

(2) To the amount deducted as provided for in subclause (1), the employer shall add an equal amount.

(3) The total sum referred to in subclauses (1) and (2) shall be forwarded by each employer together with the form prescribed in Annexure A to this Agreement to the Secretary of the Council, P.O. Box 4172, Johannesburg, not later than the 15th day of the month following that to which the deductions refer.

(4) The deductions and additions shall be made even when an employee is on leave in terms of clause 7, or when an employee is being paid sick leave in terms of clause 8 and shall be made in full even in the event of any employee being paid less than a full week's wage.

(5) The Council may reduce the deductions at any time it deems expedient.

19. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so under the provisions of any Agreement previously in force in the Industry, shall within one month from the date on which this Agreement comes into operation; and

(2) Every employer entering the Industry after that date shall, within one month of operation by him, forward to the Secretary of the Council, P.O. Box 4172, Johannesburg, the following particulars:—

- (i) Full name(s) of proprietor(s), partners or directors.
- (ii) Address of proprietor(s), partners or directors.
- (iii) Name of business.
- (v) Nature of business.
- (iv) Address where business is situated.
- (vi) Number of employees.

(3) In the event of any change in managership, ownership, status, name and address, such change shall be notified to the Council within one month.

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

21. VAKVERENIGINGSFASILITEITE

(a) 'n Werkgewer moet die Sweet Workers' Union organisasie-fasiliteite verleen deur beamptes van die Vakvereniging hoogstens een maal elke 14 dae gedurende middagetensuur in teekamers of ruskamers, of elders op die persele van die werkgewer volgens ooreenkoms met die werkgewer toe te laat vir die bespreking van vakverenigingsake.

(b) Elke werkgewer moet aan vakverenigingsverteenwoordigers wat deur al die werknemers van elke afsonderlike fabriek aangestel is, redelike fasiliteite toestaan om ledegedelde gedurende werkure, en wel vir hoogstens een uur per week, op die gewone betaaldag van die bedryfsinrigting in te vorder.

22. AFTREKORDERS

'n Werkgewer moet op die skriftelike versoek van sy werknemer die ledegeld wat ooreenkomstig die konstitusie van die Sweet Workers' Union aan die Vakvereniging betaalbaar is, van sodanige werknemer se loon aftrek en die volle bedrag aldus afgetrek, voor of op die 15de dag van elke maand aan die betrokke Vakvereniging stuur. Selfs al word die skriftelike versoek ingetrek, moet die ledegeld nog afgetrek word gedurende die drie maande wat die werknemer aan die Vakvereniging kennis moet gee ten einde sy lidmaatskap te beëindig.

23. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, opgeplak hou op 'n opvallende plek op sy perseel waar sy werknemers dit maklik kan lees.

24. AGENTE

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

Namens die partye op hede die 3de dag van Oktober 1968 in Johannesburg onderteken.

R. A. H. BENNETT, *Voorsitter,*

H. CORNELIUS, *Ondervoorsitter.*

W. B. FLOWERS, *Sekretaris.*

AANHANGSEL A

MAANDELIKSE OPGAWE VAN ARBEIDSKRAGTE EN HEFFINGS

[Moet aan die einde van elke maand voorgelê word aan die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg), Posbus 4172, Johannesburg.]

Naam van firma _____ Adres _____

Opgawe vir die maand _____ 19 _____

Maand

IN DIENS GENEEM EN ONTSLAAN

Diens-sertifi- kaat- nommer	Pas- nommer	Naam van werknemer	Beroep	Loon	Datum in diens geneem	Datum ontslaan

21. TRADE UNION FACILITIES

(a) An employer shall grant the Sweet Workers' Union organisational facilities, by admitting Union officials to the premises of an employer not more than once a fortnight during the lunch hour in tea- or restrooms or elsewhere as arranged with the employer for the purpose of discussing Union matters.

(b) Every employer shall grant reasonable facilities to shop stewards appointed by all employees of each individual factory to collect subscriptions during working hours limited to one hour per week on the usual pay day of the establishment.

22. STOP ORDERS

An employer shall upon written request of his employee, deduct from the employee's wages his subscriptions payable to the Sweet Workers' Union in terms of the Union's Constitution, and shall forward the full amount so deducted to the Trade Union concerned, not later than the 15th day of each month. Notwithstanding the cancellation of the written request, the deduction shall continue during the notice period of three months which the employee is required to give to the Union to terminate his membership.

23. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises where it may easily be read by his employees, a copy of this Agreement in the form prescribed by the regulations under the Act.

24. AGENTS

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

Signed at Johannesburg this 3rd day of October 1968, on behalf of the parties.

R. A. H. BENNETT, *Chairman.*

H. CORNELIUS, *Vice-Chairman.*

W. B. FLOWERS, *Secretary.*

ANNEXURE A

MONTHLY LABOUR AND LEVIES RETURN

[To be submitted at the end of each month to the Industrial Council for the Sweetmaking Industry (Johannesburg), P.O. Box 4172, Johannesburg.]

Name of firm _____ Address _____

Return for the month of _____ 19 _____

Month of

ENGAGEMENTS AND DISCHARGES

Certi- ficate of Service No.	Pass No.	Name of Employee	Occu- pation	Wage	Date of Engage- ment	Date of Dis- charge

WERKNEMERS WAT HEFFINGS MOET BETAAL	WERKNEMERS SE SKAAL VAN BYDRAES
Getal volgens jongste opgawe.....	Arbeiders..... 2c per week.
Plus getal in diens geneem.....	Alle ander werknemers..... 3c per week.
TOTAAL.....	WERKGEWER SE BYDRAE.
Min getal ontslaan.....	Ekwivalente bedrag.
Getal op die datum van hierdie opgawe.....	

HEFFINGS BETAALBAAR

Getal werknemers		Week eindigende	Aftrekkings*		Werknemers se bydraes		Werkgewers se bydraes		Totaal	
Teen 2c	Teen 3c		Teen 2c per week	Teen 3c per week	R	c	R	c	R	c

Hierby tjek.... R

* Kyk klousule 18 van die Ooreenkoms.

KENNISGEWINGS

1. Beroep beteken die soort werk wat deur die werknemer gedoen word, bv. indoping, verpakking, meng, ens.
2. Die oorspronklike opgawe moet aan die Sekretaris van die Raad gestuur word. Die duplikaat moet gehou word vir voorlegging by latere inspeksies.
3. As daar te min ruimte op hierdie vorm is, verskaf asseblief aanvullende getikte lyste.
4. Volledige lyste van werknemers moet slegs by die eerste indiening van hierdie vorm verskaf word.
5. Die daaropvolgende lyste hoef alleen die getal in diens geneem en ontslaan te meld.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID (JOHANNESBURG)

(Geregistreer kragtens die Wet op Nywerheidsversoening, 1956.)

POSBUS 4172,
JOHANNESBURG.

DIENSSERTIFIKAAT

Naam van werkgewer.....
 Volle naam van werknemer.....
 Beroep..... Pasno.....
 Indien werknemer ongekwalifiseer is, meld totale getal voltooide maande ondervinding in huidige beroep in die Nywerheid as geheel: maande.
 Datum in diens getree.....
 Datum van diensbeëindiging.....
 Loon by uitdienststreding: Loon..... R.....
 Laaste verhogingsdatum.....
 No. van sertifikaat van laaste werkgewer.....
 Getal dae betaalde siekteverlof van 1 Januarie 19____, tot op die datum van hierdie sertifikaat.....

Handtekening van werknemer..... Handtekening van werkgewer.....
 Datum van uitreiking..... Nommer.....

EMPLOYEES LIABLE FOR LEVIES	EMPLOYEES' SCALE OF CONTRIBUTIONS
Number as per last return.....	Labourers..... 2c per week.
Add Engagements.....	All other employees 3c per week.
TOTAL.....	EMPLOYER'S CONTRIBUTION
Less Discharges.....	A like Amount
Number at date of this return.....	

LEVIES PAYABLE

Number of Employees		Week ending	Deductions*		Employees' Contributions	Employers' Contributions	Total
At 2c	At 3c		At 2c per Week	At 3c per Week			

Cheque herewith.... R

* Vide Section 18 of the Agreement.

NOTES

1. Occupation means the type of work performed by employee, e.g. dipping, packing, mixing, etc.
2. The original return should be forwarded to the Secretary of the Council. The duplicate copy must be retained for production at subsequent inspections.
3. If insufficient space is provided on the form, please submit supplementary typed lists.
4. Full lists of employees are required on the first submission of this form only.
5. Subsequent lists merely to indicate engagements and discharges.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (JOHANNESBURG)

(Registered under the Industrial Conciliation Act, 1956.)

P.O. Box 4172,
JOHANNESBURG.

CERTIFICATE OF SERVICE

Name of employer.....
 Full name of employee.....
 Occupation..... (Pass No.).....
 If employee is unqualified, state total completed months of experience in present occupation in the Industry as a whole..... months.
 Date commenced service.....
 Date service terminated.....
 Rate of pay at time of leaving: Wage..... R.....
 Leave pay paid: R..... for..... days' leave due.
 Date of last increase.....
 Number of certificate produced by employee from last employer.....
 Number of days paid sick leave during period 1st January, 19____, to the date of this certificate.....

Employee's Signature..... Employer's Signature.....
 Date of Issue..... Number.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID
(JOHANNESBURG)

KENNISGEWING VIR DIENSBEËINDIGING

Aan _____
 Hierby gee ek een week kennis [wat loop van _____
 (dag van die week) die _____ van _____ 19____]
 van my/u diensbeëindiging.

Datum _____ Handtekening. _____

Handtekening van ontvanger _____

As ontvanger se handtekening nie verkry kan word nie, meld redes _____

No. R. 519 28 Maart 1969
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941

LEKKERGOEDNYWERHEID, JOHANNESBURG

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 Lekkergoednywerheid, gepubliseer by Goewermentskennisgewing R. 518 van 28 Maart 1969, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
 Minister van Arbeid.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)

NOTICE OF TERMINATION OF EMPLOYMENT

To _____
 I hereby tender one week's notice [commencing on _____
 (day of week) the _____ of _____ 19____],
 to terminate my/your employment.

Date _____ Signature. _____

Signature of recipient _____

If signature of recipient cannot be obtained, state reasons _____

No. R. 519 28 March 1969
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941

SWEETMAKING INDUSTRY, JOHANNESBURG

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 Sweetmaking Industry, published under Government Notice R. 518 of 28 March 1969, 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.

INHOUD

No.	BLADSY
Arbeid, Departement van GOEWERMENTSKENNISGEWINGS	
R. 518. Wet op Nywerheidsversoening, 1956: Lekkergoednywerheid, Johannesburg ...	1
R. 519. Wet op Fabriek, Masjinerie en Bouwerk, 1941: Lekkergoednywerheid, Johannes- burg ...	20

CONTENTS

No.	PAGE
Labour, Department of GOVERNMENT NOTICES	
R. 518. Industrial Conciliation Act, 1956: Sweet- making Industry, Johannesburg ...	1
R. 519. Factories, Machinery and Building Work Act, 1941: Sweetmaking Industry, Johannesburg ...	20

Spaar Tyd en Geld, Gebruik Frankeermasjiene

Save Time and Money, Use Franking Machines