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**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 2221 8 December 1972

**INDUSTRIAL CONCILIATION ACT, 1956**

**BAKING AND/OR CONFECTIONERY INDUSTRY  
(DURBAN AND DISTRICTS)**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (f), 19 and 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Inanda, Pinetown and Lower Tugela; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (f), 17, 19 and 22, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—7124

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 2221 8 Desember 1972

**WET OP NYWERHEIDSVERSOENING, 1956**

**BAK- EN/OF BANKETNYWERHEID  
(DURBAN EN DISTRIKTE)**

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (f), 19 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens in genoemde Nywerheid in die landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Inanda, Pinetown en Laer-Tugela; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (f), 17, 19 en 22, met ingang van die Tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *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.

1—3727

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY

## (DURBAN AND DISTRICTS)

## AGREEMENT

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

Natal Master Bakers' Association

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

Natal Baking Industry Employees' Union

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

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

## 1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed by all employers who are members of the employers' organisation and are engaged in the Baking and/or Confectionery Industry, and by all employees who are members of the trade union and are employed in the said Industry in the Magisterial Districts of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), Inanda, Pinetown and Lower Tugela.

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

## 2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force for two years or such period as may be determined by him.

## 3. DEFINITIONS

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

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

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

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

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

"Baking and/or Confectionery Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale and all operations incidental thereto or consequent thereon;

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

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

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

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

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

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

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

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

## BYLAE

## NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKETNYWERHEID (DURBAN EN DISTRIKTE)

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Natal Master Bakers' Association

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

Natal Baking Industry Employees' Union

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

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

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalinge van hierdie Ooreenkoms moet nagekom word deur alle werkgewers in die Bak- en Banketnywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskenningsgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Inanda, Pine-town en Lower Tugela werksaam is.

(b) Ondanks die bepalinge van subklousule (a), is die bepalinge van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word.

## 2. GELDIGHEIDSDUUR

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

## 3. WOORDOMSKRYWING

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

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

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

"vakleerling" 'n werknemer wat gebind word deur 'n leerling-kontrak wat ingevolge die Here en Diensbodes Wet of die gemene reg aangegaan is en wat by die Raad geregistreer moet word;

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

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

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n ketel handhaaf en wat die vuur in sodanige ketel kan maak, in stand hou en uitkrap;

"brood", sonder om die gewone betekenis daarvan in te kort, ook bolletjies, broodrolletjies en sierbrood;

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

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en dit sluit ook 'n kassier en telefonis in, maar nie 'n fabrieksklerk, voorman of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van die werk van sodanige werknemer;

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

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

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

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

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

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

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

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

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

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

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

"day" means the period of 24 hours commencing from the start of an employee's work: Provided that an employer may, depending upon the exigencies of his establishment, require or permit an employee to commence a "day" not more than eight hours before the end of the immediately preceding "day": Provided further that nothing in this definition shall affect anything relating to the maximum weekly hours of work provided for in clause 7;

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

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

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

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

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

"driver" means an employee, other than a van salesman as defined, who is engaged in driving a forklift or hyster for any purpose and/or who is engaged in driving a motor vehicle, other than a motor cycle, motor tricycle, motor scooter or similar vehicle for the following purposes:

(a) Collecting, transporting or delivering stores of any type, including spare parts for machinery or vehicles, and/or empty trays and/or containers;

(b) transporting bread and/or confectionery between any two or more bakeries and/or vans owned by the same employer;

(c) transporting bread and/or confectionery packed in sealed or locked containers to a railway station for dispatch to customers.

For the purpose of this definition, but subject to the provisions of clause 7 (7) (iii), "driving" includes 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;

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

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

(a) Issuing, checking and/or recording labels and/or raw materials;

(b) assembling orders and rough invoicing;

(c) recording quantities and/or weight of goods consumed;

(d) weighing goods (other than on a set scale);

(e) recording the times worked by employees under supervision and direction of the foreman;

(f) operating a copying, duplicating, addressograph or photostatic machine;

(g) sorting and/or filing factory records;

"baket", sonder om die gewone betekenis daarvan in te kort, ook broodrolletjies, kitkes, koeke, handgemaakte beskuitjies, siergebak, beskuit, plaatpasteitjies, pasteie, worsrolletjies, botterbroodjies, bolletjies en suurdeeggebak, uitgesonderd brood;

"Raad" die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Durban en Distrikte) wat ingevolge die Wet op Nywerheidsversoenig, 1956, geregistreer is;

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

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

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

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

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

"dag" die tydperk van 24 uur wat begin vanaf die aanvang van 'n werknemer se werk: Met dien verstande dat 'n werknemer, afhangende van die behoeftes van sy bedryfsinrigting, van 'n werknemer kan vereis of hom kan toelaat om 'n "dag" te begin hoogstens agt uur voor die einde van die onmiddellik voorafgaande "dag": Voorts met dien verstande dat niks in die omskrywing enigtiens sal raak wat betrekking het op die maksimum weeklikse werkure waarvoor in klousule 7 voorsiening gemaak word nie;

"versierder" 'n werknemer wat uitsluitlik troukoeke, verjaardagkoeke en doopkoeke versier;

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

"versendingsklerk" 'n werknemer wat algemene beheer het oor afgewerkte produkte en verantwoordelik is vir die ontvangs, berging, uitreiking, nagaan, byeenbring en verpakking van brood en/of banket;

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

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

"drywer" 'n werknemer, uitgesonderd 'n bestelwaverkoopsman soos omskryf, wat 'n vrachtwagen of hyser vir enige doel dryf en/of 'n motorvoertuig, uitgesonderd 'n motorfiets, motordriewiel, bromponie of dergelike voertuig vir die volgende doeleindes dryf;

(a) Die afhaal, vervoer of aflewering van alle soorte voorrade, met inbegrip van reserwedele vir masjinerie of voertuie, en/of leë panne en/of houers;

(b) die vervoer van brood en/of banket tussen twee of meer bakkerye en/of bestelwaens wat aan dieselfde werkgewer behoort;

(c) die vervoer van brood en/of banket wat in verskeide of toegesluite houers verpak is, na 'n spoorwegstasie vir versending aan klante;

Vir die toepassing van hierdie omskrywing, maar behoudens klousule 7 (7) (iii), omvat die woord "dryf" alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vra; en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"ondervinding", met betrekking tot 'n versierder, fabrieksklerk, versendingsklerk, assistent-versendingsklerk of bestelwaverkoopsman, die totale dienstermyn of -termyne van 'n werknemer in sy werksklas in die Bak- en/of Banketnywerheid;

"fabrieksklerk" 'n werknemer, uitgesonderd 'n klerk, pakhuisman of assistent-versendingsklerk wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:

(a) Etikette en/of grondstowwe uitreik, nagaan en/of aantekene;

(b) bestellings byeenbring en voorlopig faktureer;

(c) die hoeveelhede en/of gewig van verbruikte goedere aantekene;

(d) goedere weeg (uitgesonderd op 'n gestelde skaal);

(e) die tye gewerk deur werknemers onder toesig en beheer van die voorman, aantekene;

(f) 'n kopieer-, afrol-, adresseer- of fotostaatmasjien bedien;

(g) fabriekregisters sorteer en/of liasseer;

(h) recording containers and/or quantities of unsold bread and/or confectionery, returned to the establishment by vanalesmen;

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

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

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

- (1) Controlling the loading and unloading of bread and confectionery into ovens by use of a peel;
- (2) decorating and icing cakes other than birthday cakes, christening cakes and wedding cakes;
- (3) mixing ingredients to make dough for bread and/or confectionery;
- (4) regulating temperatures of ovens for the baking of bread and/or confectionery;
- (5) baking bread and/or confectionery;
- (6) starting, operating and stopping any automatic wrapping and/or slicing machine (including setting up).

For the purposes of the above "automatic" means independent of any human agency except for starting, stopping, loading and/or feeding the machine which may be done manually;

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

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

For the above purposes, "mechanically operated" means a power-driven machine, any part of the work-cycle of which is performed manually including starting, stopping, loading and/or feeding and/or unloading and setting up;

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

- (1) Cooking doughnuts or meat and/or vegetables;
- (2) rough assembling;
- (3) cutting back or knocking back dough;
- (4) cutting of baked cakes into shapes by means of a template;
- (5) cutting or splitting and filling buns, doughnuts, etc.;
- (6) operating by hand, bun dividers, pie machines, handfilling machines, pastry brakes or other similar machines;
- (7) wrapping individual articles of confectionery by hand;
- (8) labelling and wrapping parcels;
- (9) continuous loading and unloading of mechanical ovens;
- (10) receiving dough and placing it into baking tins and/or receptacles;
- (11) tipping dough by mechanical means;
- (12) finishing snowballs, and/or icing buns, queen cakes, doughnuts and Danish pastry;
- (13) mass measuring to a set scale or measure and/or by means of a scale with a marked dial;
- (14) repairing punctures and inflating tyres;
- (15) repairing bicycles;
- (16) repairing, straightening and replacing baking tins within a strap using hammer and punch only;
- (17) sorting, repairing, ironing and/or steam-pressing protective clotting;
- (18) sorting and/or checking uniforms and/or bicycles;
- (19) sieving by mechanical means;
- (20) assembling cardboard containers;
- (21) beating and/or whisking and/or stirring by hand;
- (22) carrying, stacking and pushing;
- (23) cleaning and stoning fruit;
- (24) cleaning, sorting, cracking or grinding nuts;
- (25) cleaning premises, vans, workshops, vegetables and other articles;
- (26) cooking rations or making tea, coffee or similar beverages;
- (27) cutting up meat by hand;
- (28) counting empty bags, bread or confectionery, but not for the execution of orders;
- (29) delivering letters or messages;

(h) boekhou van houters en/of hoeveelhede onverkoopte brood en/of banket, wat deur bestelwaverkoopsmanne aan die bedryfs-inrigting terugbesorg word;

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

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

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

- (1) Die voer van brood en banket in en die verwydering daarvan uit oonde deur middel van 'n bakkersgraaf beheer;
- (2) koeke, uitgesonderd verjaardagkoeke, doopkoeke en troukoeke, versier;
- (3) bestanddele vir die maak van deeg vir brood en/of banket meng;
- (4) oondtemperatuur vir die bak van brood en/of banket reguleer;
- (5) brood en/of banket bak;
- (6) enige outomatiese toedraai- en/of skyfsnymasjiën aanskakel, bedien en afskakel (met inbegrip van die opstel daarvan).

Vir die doel van bogenoemde werksaamheid beteken "outomaties" onafhanklik van menslike bemiddeling, uitgesonderd die aanskakel, afskakel, laai en/of voer van die masjiën wat met die hand gedoen kan word;

"werknemer, graad II," 'n werknemer, uitgesonderd 'n vakman, wat onder toesig van 'n werkgever, voorman of vakman een of meer van ondergenoemde pligte verrig:

- (1) Deeg met die hand vorm, fatsoeneer en vleg;
- (2) enige meganiese aangedrewe masjiën bedien wat gebruik word by die maak van brood en/of banket (wat nie spesifiek gedek word nie deur die pligte van 'n werknemer graad III);
- (3) beslag massameet en/of in houters invoeg om gebak te word;
- (4) vla- room- of dergelike banketskyfies afwerk;
- (5) 'n meganiese bediende masjiën wat gebruik word om brood en/of banket in skywe te sny of toe te draai (wat nie uitdruklik deur die pligte van 'n werknemer graad I gedek word nie) aanskakel, bedien en afskakel.

Vir bogenoemde doeleindes beteken "meganiese bediende" 'n kragmasjiën waarvan enige gedeelte van die werksiklus met die hand verrig word, insluitende die aanskakel, afskakel, laai en/of voer en/of ontlai en opstel van die masjiën;

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

- (1) Oliebolle of vleis en/of groente kook;
- (2) voorlopige byeenbringings;
- (3) deeg terugsnij of terugvou;
- (4) gebakte koeke in vorms sny deur middel van 'n patroon;
- (5) bolletjies, oliebolle, ens., oopsny of deursny en vul;
- (6) bolletjiesverdelers, pasteimasjiene, handvulmasjiene, tert-deegrollers of dergelike masjiene met die hand bedien;
- (7) individuele stukke banket met die hand toedraai;
- (8) pakkette etiketteer en toedraai;
- (9) meganiese oonde ononderbroke voer en leegmaak;
- (10) deeg ontvang en dit in bakpanne en/of houters plaas;
- (11) deeg met 'n meganiese toestel uitkantel;
- (12) sneeuballe afwerk en/of bolletjies, korente- of sultana-kookies, oliebolle en Deense tertgebak versier;
- (13) met 'n gestelde skaal of maat en/of 'n skaal met 'n gemerkte wyserplaat massameet;
- (14) lekke in bande heelmaak en bande oppomp;
- (15) fietse heelmaak;
- (16) bakpanne in 'n band regmaak, reguit maak en vervang deur net 'n hamer en pons te gebruik;
- (17) beskermdende klerie sorteer, heelmaak, stryk en/of met stoom pars;
- (18) uniforms en/of fietse sorteer en/of nagaan;
- (19) met 'n meganiese toestel sif;
- (20) kartonhouers inmeekaarsit;
- (21) met die hand klits en/of klop en/of roer;
- (22) dra, opstapel en stoot;
- (23) vrugte skoonmaak en ontpit;
- (24) neut skoonmaak, sorteer, kraak of maal;
- (25) persele, bestelwaens, werkwinkels, groente en ander artikels skoonmaak;
- (26) rantsoene kook, of tee, koffie of dergelike drankke maak;
- (27) vleis met die hand opsny;
- (28) leë sakke, brood of banket tel, maar nie vir die uitvoering van bestellings nie;
- (29) briewe of boodskappe aflewer;

- (30) feeding dough to a hopper or chute;
- (31) feeding dough to a rounder or moulder;
- (32) filling flour to bins, containers, mixing machines or elevators;
- (33) sieving of dry ingredients by hand;
- (34) gardening, hoeing, raking, digging, shovelling, cutting and planting;
- (35) greasing or preparing for use, or washing or cleaning trays, tins, pans, boxes, machines, utensils, flues, smokestacks and soot boxes or other articles;
- (36) lime washing walls and structures;
- (37) lining of cake frames with paper;
- (38) loading and unloading;
- (39) opening and closing cocks and valves;
- (40) operating push buttons or similar switches;
- (41) placing tins, bread, confectionery or other articles into a conveyer;
- (42) loading and/or unloading a final prover;
- (43) preparing, carrying and feeding fuel to furnaces;
- (44) removing refuse and ashes;
- (45) sealing cartons and cardboard containers;
- (46) sprinkling poppy seeds, nuts, sugar and other ingredients into bread and/or confectionery;
- (47) separating whites of eggs from yolks;
- (48) washing, cleaning and cracking eggs;
- (49) washing of bread and/or confectionery with water or other fluid;
- (50) washing protective clothing, etc.;
- (51) docking and notching;
- (52) placing confectionery items into ready-made packets or bags and sealing same;
- (53) placing finished confectionery into paper cups;
- (54) placing labels on dough and/or confectionery and/or boxes, tins, etc.;
- (55) placing into or removing from small ovens, by hand, pans of confectionery, without the use of a peel; and loading bread and/or confectionery into a peel head, under the supervision of a foreman, a journeyman; or a Grade I employee: Provided that the Grade III employee is in no way responsible for baking the products;
- (56) operating a goods lift;
- (57) demolishing buildings and/or structures, digging and/or shovelling;
- (58) mixing, spreading or placing of mortar, concrete, stone or bitumen;
- (59) testing batteries;
- (60) checking and adjusting tyre pressures;
- (61) re-fuelling motor vehicles;

"handyman" means an employee other than a mechanic engaged in making minor repairs and adjustments to machinery plant, buildings, or other equipment, including the lubrication of baking, confectionery, and packing machinery, and motor vehicles and making small accessories appertaining thereto and further including the making of baking tins;

"journeyman" means an employee employed in the Baking and/or Confectionery Industry who has completed a contract or apprenticeship recognised by the Council or an employee who is over 21 years of age and is in possession of a certificate of competency recognised or issued by the Council as provided in clause 9 enabling him to be employed as a journeyman;

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

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

"non-delivery day" means—

(a) New Year's Day, Good Friday, Ascension Day, Christmas Day; and

(b) Van Riebeeck Day, Republic Day, Kruger Day, Day of the Covenant, and Boxing Day except where such day falls on a Monday or a Saturday.

"operating" means the control and/or charge of the efficient running and/or adjustment of a machine;

- (30) deeg in 'n stortbak of stortgeut voer;
- (31) deeg in 'n bol- of vormmasjien voer;
- (32) bakke, houers, mengmasjiene of hystoestelle met meel vul;
- (33) droë bestanddele met die hand sif;
- (34) tuinmaak, skoffel, hark, spit, met 'n skopgraaf werk, sny en plant;
- (35) platbakke, blikke, panne, dose, masjiene, gerei, skoorsteengange, skoorsteentype, roetvangers of ander artikels smeer of vir gebruik berei of was of skoonmaak;
- (36) mure en strukture afwit;
- (37) koekrame met papier uitvoer;
- (38) laai en aflai;
- (39) krane en kleppe oop- en toemaak;
- (40) drukknoppies of dergelike skakelaars bedien;
- (41) blikke, brood, banket of ander artikels op 'n vervoerband plaas;
- (42) 'n finale rysoond vol- of leegmaak;
- (43) brandstof vir oonde in gereedheid bring, daarheen dra en daarin voer;
- (44) afval en as verwyder;
- (45) kartonne en kartonhouers verseël;
- (46) papawersaad, neut, suiker en ander bestanddele oor brood en/of banket strooi;
- (47) die wit van eiers van die geel skei;
- (48) eiers was, skoonmaak en breek;
- (49) brood en/of banket met water of 'n ander vloeistof was;
- (50) beskermende klere, ens., was;
- (51) afsny en inkeep;
- (52) stukke banket in klaargemaakte pakkies of sakkies plaas en dit verseël;
- (53) afgewerkte banket in papierhouers plaas;
- (54) etikette op deeg en/of banket en/of dose, blikke, ens., aanbring;
- (55) panne banket met die hand in klein oonde plaas of dit daaruit haal sonder om 'n bakkersgraaf te gebruik; en brood en/of banket onder die toesig van 'n voorman, vakman of werknemer graad I op 'n bakkersgraafkop laai: Met dien verstande dat die werknemer graad III onder geen omstandighede vir die bak van die produkte verantwoordelik mag wees nie;
- (56) 'n goederehyser bedien;
- (57) geboue en/of strukture sloop, spit en/of met 'n skopgraaf werk;
- (58) dagha, beton, klip of asfalt meng, strooi of plaas;
- (59) batterye toets;
- (60) die druk van bande nagaan en reguleer;
- (61) brandstof in motorvoertuie gooi;

"faktotum" 'n werknemer, uitgesonderd 'n werktuigkundige, wat geringe herstelwerk en verstelling aan masjinerie-installasies, geboue of ander uitrusting doen, met inbegrip van die smeer van bak-, banket- en verpakkingsmasjinerie en motorvoertuie, en klein bybehore maak wat daarby hoort, en dit sluit ook in die maak van bakpanne;

"vakman" 'n werknemer wat in die Brood- en/of Banket-nywerheid werksaam is en wat 'n kontrak of vakleerlingskap wat deur die Raad erken word, voltooi het, of 'n werknemer oor die ouderdom van 21 jaar wat in besit is van 'n vaardigheidsertifikaat wat deur die Raad erken of uitgereik is soos in klousule 9 voorgeskryf wat hom in staat stel om as vakman in diens geneem te word;

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

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

"nie-besteldag"—

(a) Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Kersdag; en

(b) Van Riebeeckdag, Republiekdag, Krugerdag, Geloftedag en Tweede Kersdag behalwe wanneer dié dae op 'n Maandag of 'n Saterdag val;

"bediening" beheer oor en verantwoordelikheid vir die doeltreffende werking en verstelling van 'n masjien;

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

(a) receive complaints from customers and report to the appropriate person, and/or

(b) ensure that the health regulations are observed and the cleanliness of the vans is maintained;

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

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

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

"service" means continuous employment with the same employer or establishment: Provided that the employment in respect of a contract labourer shall be deemed to be continuous if he is re-engaged by his employer within a period not exceeding four weeks after the termination of his contract;

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

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

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

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

"wage" means the amount payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7: Provided 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;

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

#### 4. WAGES

(1) (a) No employer shall pay in any week to any employee other than a casual employee engaged on any one of the under-mentioned classes of work, wages lower, and no employee shall accept wages lower, than those set out hereunder:

| Class of employee                         | Until 31<br>March 1973 | There-<br>after |
|-------------------------------------------|------------------------|-----------------|
|                                           | R                      | R               |
| Foreman.....                              | 42,00                  | 45,00           |
| Journeyman.....                           | 33,00                  | 36,00           |
| Mechanic or artisan.....                  | 29,15                  | 31,00           |
| Decorator/icer—                           |                        |                 |
| during first year of experience.....      | 18,00                  | 19,00           |
| during second year of experience.....     | 25,00                  | 27,00           |
| thereafter.....                           | 27,00                  | 29,00           |
| Overseer.....                             | 32,00                  | 34,00           |
| Assistant overseer.....                   | 30,00                  | 32,00           |
| Factory clerk—                            |                        |                 |
| during first year of experience.....      | 13,80                  | 14,60           |
| thereafter.....                           | 17,50                  | 18,55           |
| Clerical employee, storeman, counterhand: |                        |                 |
| Female, qualified.....                    | 20,15                  | 21,35           |
| Female, unqualified—                      |                        |                 |
| during first year of experience.....      | 12,75                  | 13,50           |
| during second year of experience.....     | 14,85                  | 15,75           |
| during third year of experience.....      | 17,00                  | 18,70           |
| Male, qualified.....                      | 30,00                  | 32,00           |
| Male, unqualified—                        |                        |                 |
| during first year of experience.....      | 15,50                  | 15,50           |
| during second year of experience.....     | 18,00                  | 18,00           |
| during third year of experience.....      | 20,00                  | 20,00           |
| during fourth year of experience.....     | 23,00                  | 23,00           |
| during fifth year of experience.....      | 26,00                  | 26,00           |
| Despatch clerk—                           |                        |                 |
| during first year of experience.....      | 22,80                  | 25,00           |
| thereafter.....                           | 27,60                  | 30,00           |

"toesighouer" 'n werknemer wat toesig hou oor die bestelwa-verkoopsmannne van 'n bedrysinrigting ten opsigte van al hul pligte en die doeltreffende aflewering van brood en/of banket aan klante, en van wie daar vereis kan word dat hy—

(a) klagtes van klante aanhoor en dit by die regte persoon aanmeld, en/of

(b) verseker dat die gesondheidsregulasies nagekom en die sindelikeit van die afleweringswaens gehandhaaf word;

"assistent-toesighouer" 'n werknemer wat die opsiener met sy pligte help;

"oortyd" alle tyd wat daar meer gewerk word as die ure in klousule 7 (1) en (6) voorgeskryf;

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

"diens" aaneenlopende diens by dieselfde werkgewer of bedryfs-inrigting: Met dien verstande dat die diens ten opsigte van 'n kontraktarbeider as eenlopend geag moet word indien hy deur sy werkgewer herindiensgeneem word binne 'n tydperk van hoogstens vier weke na die beëindiging van sy kontrak;

"pakhuisman" 'n werknemer wat verantwoordelik is vir materiale of artikels wat deur 'n bedryfsinrigting in die Bak- en/of Banketnywerheid gebruik word en wat dit ontvang en/of uit-reik;

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

"bestelwaverkoopsmann" 'n werknemer wat verantwoordelik is vir 'n bestelwa waarmee brood en/of banket aan winkels en/of kafees en/of spyseniers en/of huishouders afgelewer word, en/of verantwoordelik is vir die laai en/of aflaai van sodanige bestelwa en/of vir die aflewering en/of verkoop van sodanige brood en/of banket en/of die kontantopbrengs daarvan en/of vir die skoonhou van sy bestelwa en/of uitrusting en wat daarbenewens die bestelwa kan dryf en bestellings kan werf;

"bestelwaverkoopsmann se assistent" 'n werknemer wat 'n bestelwaverkoopsmann op sy rondes vergesel en hom in sy pligte behulpzaam is, maar nie 'n bestelwa mag dryf nie;

"loon" die bedrag betaalbaar aan 'n werknemer kragtens klousule 4 (1) vir sy gewone werkure soos voorgeskryf in klousule 7: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit die hoër bedrag beteken;

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

#### 4. LONE

(1) (a) Geen werkgewer mag aan enige werknemer, uitgesonderd 'n los werknemer, wat enigeen van ondervermelde klasse werk verrig, laer lone as dié hieronder uiteengesit betaal nie en geen werknemer mag sodanige lone aanneem nie:

| Klas werknemer                          | Tot 31<br>Maart 1973 | Daar-<br>na |
|-----------------------------------------|----------------------|-------------|
|                                         | R                    | R           |
| Voorman.....                            | 42,00                | 45,00       |
| Vakman.....                             | 33,00                | 36,00       |
| Werktuigkundige of ambagsman.....       | 29,15                | 31,00       |
| Versierder—                             |                      |             |
| gedurende eerste jaar ondervinding..... | 18,00                | 19,00       |
| gedurende tweede jaar ondervinding..... | 25,00                | 27,00       |
| daarna.....                             | 27,00                | 29,00       |
| Opsiener.....                           | 32,00                | 34,00       |
| Assistent-opsiener.....                 | 30,00                | 32,00       |
| Fabrieksklerk—                          |                      |             |
| gedurende eerste jaar ondervinding..... | 13,80                | 14,60       |
| daarna.....                             | 17,50                | 18,55       |
| Klerk, pakhuisman, toonbankassistent:   |                      |             |
| Vrou, gekwalifiseer.....                | 20,15                | 21,35       |
| Vrou, ongekwalifiseer—                  |                      |             |
| gedurende eerste jaar ondervinding..... | 12,75                | 13,50       |
| gedurende tweede jaar ondervinding..... | 14,85                | 15,75       |
| gedurende derde jaar ondervinding.....  | 17,00                | 18,70       |
| Man, gekwalifiseer.....                 | 30,00                | 32,00       |
| Man, ongekwalifiseer—                   |                      |             |
| gedurende eerste jaar ondervinding..... | 15,50                | 15,50       |
| gedurende tweede jaar ondervinding..... | 18,00                | 18,00       |
| gedurende derde jaar ondervinding.....  | 20,00                | 20,00       |
| gedurende vierde jaar ondervinding..... | 23,00                | 23,00       |
| gedurende vyfde jaar ondervinding.....  | 26,00                | 26,00       |
| Versendingsklerk—                       |                      |             |
| gedurende eerste jaar ondervinding..... | 22,80                | 25,00       |
| daarna.....                             | 27,60                | 30,00       |

| <i>Class of employee</i>                                                                  | <i>Until 31<br/>March 1973</i> | <i>There-<br/>after</i> | <i>Klas werknemer</i>                                                      | <i>Tot 31<br/>Maart 1973</i> | <i>Daar-<br/>na</i> |
|-------------------------------------------------------------------------------------------|--------------------------------|-------------------------|----------------------------------------------------------------------------|------------------------------|---------------------|
|                                                                                           | R                              | R                       |                                                                            | R                            | R                   |
| Assistant despatch clerk—                                                                 |                                |                         | Assistent-versendingsklerk—                                                |                              |                     |
| during first year of experience.....                                                      | 14,00                          | 15,00                   | gedurende eerste jaar ondervinding.....                                    | 14,00                        | 15,00               |
| thereafter.....                                                                           | 17,50                          | 19,00                   | daarna.....                                                                | 17,50                        | 19,00               |
| Grade I employee.....                                                                     | 14,85                          | 15,75                   | Werknemer graad I.....                                                     | 14,85                        | 15,75               |
| Grade II employee.....                                                                    | 13,25                          | 14,05                   | Werknemer graad II.....                                                    | 13,25                        | 14,05               |
| Grade III employee—                                                                       |                                |                         | Werknemer graad III—                                                       |                              |                     |
| on engagement.....                                                                        | 10,60                          | 11,25                   | by indiensneming.....                                                      | 10,60                        | 11,25               |
| after one year's service.....                                                             | 11,15                          | 11,80                   | na een jaar diens.....                                                     | 11,15                        | 11,80               |
| Handyman.....                                                                             | 19,00                          | 20,00                   | Faktotum.....                                                              | 19,00                        | 20,00               |
| Driver.....                                                                               | 17,50                          | 19,00                   | Drywer.....                                                                | 17,50                        | 19,00               |
| Van salesman—                                                                             |                                |                         | Bestelwaverkooopsman—                                                      |                              |                     |
| during first year of experience.....                                                      | 19,00                          | 20,50                   | gedurende eerste jaar ondervinding.....                                    | 19,00                        | 20,50               |
| during second year of experience.....                                                     | 22,00                          | 23,50                   | gedurende tweede jaar ondervinding.....                                    | 22,00                        | 23,50               |
| thereafter.....                                                                           | 26,00                          | 28,00                   | daarna.....                                                                | 26,00                        | 28,00               |
| Van salesman's assistant—                                                                 |                                |                         | Bestelwaverkooopsman se assistent—                                         |                              |                     |
| on engagement.....                                                                        | 10,60                          | 11,25                   | by indiensneming.....                                                      | 10,60                        | 11,25               |
| after one year's service.....                                                             | 11,15                          | 11,80                   | na een jaar diens.....                                                     | 11,15                        | 11,80               |
| Delivery employee:                                                                        |                                |                         | Besteller:                                                                 |                              |                     |
| Delivery on foot, by bicycle, tricycle or hand-<br>propelled vehicle—                     |                                |                         | Aflewering te voet, per fiets, driewiel of hand-<br>voertuig—              |                              |                     |
| on engagement.....                                                                        | 10,60                          | 11,25                   | by indiensneming.....                                                      | 10,60                        | 11,25               |
| after one year's experience.....                                                          | 11,15                          | 11,80                   | na een jaar diens.....                                                     | 11,15                        | 11,80               |
| Delivery by motor-cycle not exceeding 250 cc                                              | 12,20                          | 12,95                   | Aflewering met 'n motorfiets van hoogstens<br>250 cc.....                  | 12,20                        | 12,95               |
| Delivery by motor-cycle exceeding 250 cc.                                                 | 13,25                          | 14,05                   | Aflewering met 'n motorfiets van meer as<br>250 cc.....                    | 13,25                        | 14,05               |
| Boiler attendant (boiler capable of producing<br>steam up to 1 000 kg steam per hour).... | 12,70                          | 13,50                   | Ketelbediener (ketel wat tot 1 000 kg stoom<br>per uur kan lewer).....     | 12,70                        | 13,50               |
| Boiler attendant (boiler capable of producing<br>1 000 kg or more steam per hour).....    | 14,00                          | 15,00                   | Ketelbediener (ketel wat 1 000 kg of meer<br>stoom per uur kan lewer)..... | 14,00                        | 15,00               |
| Watchman.....                                                                             | 12,70                          | 13,50                   | Wag.....                                                                   | 12,70                        | 13,50               |
| Employees not elsewhere specified.....                                                    | 12,70                          | 13,50                   | Werknemers nie elders gespesifiseer nie.....                               | 12,70                        | 13,50               |

(b) An attendance allowance of 50c per week shall be paid by the employer to an employee who earns R12 per week or less and who in any one week works—

(i) not less than the ordinary weekly number of hours prescribed in clause 7 (1) and (6) of this Agreement; or

(ii) not less than the number of hours required by his employer where such hours are less than those prescribed in clause 7 (1) and (6) of the Agreement: Provided that for the purposes of calculating the payment of overtime, night shift allowance, annual leave or sick leave, the attendance allowance shall not form part of the weekly wage of an employee.

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

(d) A Grade III employee engaged in removing, emptying, cleaning or replacing sanitary pails, shall be paid the sum of 25c per week in addition to the weekly wage prescribed for a Grade III employee.

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

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

During first year of contract: At 45 per cent of the rate for a journeyman;

during second year of contract: At 60 per cent of the rate for a journeyman;

during third year of contract: At 75 per cent of the rate for a journeyman;

during fourth year of contract: At 90 per cent of the rate for a journeyman.

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

(b) 'n Bywoningstoelae van 50c per week moet deur die werk-gewer betaal word aan 'n werknemer wat R12 of minder per week verdien en wat in enige week—

(i) minstens die gewone weeklikse getal ure werk wat in klousule 7 (1) en (6) van hierdie Ooreenkoms voorgeskryf word; of

(ii) minstens die getal ure werk wat deur sy werk-gewer vereis word indien sodanige ure minder is as dié wat in klousule 7 (1) en (6) van die Ooreenkoms voorgeskryf word: Met dien verstande dat, by die berekening van die betaling vir oortyd, nagskoftoelae, jaarlikse verlof of siekteverlof, die bywoningstoelae nie deel van die weeklikse loon van 'n werknemer uitmaak nie.

(c) Vir alle ure wat daar tussen 10-uur nm. en 6-uur vm. werklik gewerk word, moet 'n nagskoftoelae betaal word, bereken teen 10 persent van die gewone loon van die betrokke werknemer, mits die skof voor 4-uur vm. 'n aanvang neem.

(d) 'n Werknemer, graad III, wat sanitêre emmers verwyder, leegmaak, skoonmaak of vervang, moet 25c per week betaal word benewens die weekloon vir 'n werknemer, graad III, voorgeskryf.

(e) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag of ouderdom, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dienverstande dat, wanneer daar van 'n los werknemer vereis word om vir 'n tydperk van hoogstens vier agtereenvolgende ure op 'n dag te werk, sy voorgeskrewe loon met 50 persent verminder kan word.

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

Gedurende eerste jaar van kontrak: Teen 45 persent van die tarief vir 'n vakman;

gedurende tweede jaar van kontrak: Teen 60 persent van die tarief vir 'n vakman;

gedurende derde jaar van kontrak: Teen 75 persent van die tarief vir 'n vakman;

gedurende vierde jaar van kontrak: Ten 90 persent van die tarief vir 'n vakman.

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

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

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

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

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

Provided that this subclause shall not apply where the difference between the classes in terms of subclause (1) is based on age, experience, service or sex.

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

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

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

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

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

(7) *Calculation of wages*.—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of every other employee.

(b) The monthly wage of an employee shall be four and a third times his weekly wage and the fortnightly wage shall be the weekly wage times two.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

##### 5. PAYMENT OF REMUNERATION

(1) Remuneration, which shall include any payment owing to an employee in terms of the provisions of this Agreement shall be paid in cash weekly during employees' working hours: Provided that, where an employer and an employee agree, remuneration may be paid fortnightly or monthly.

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

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

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

(4) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that his subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

- (a) With the consent of the employee, deductions for holiday, sick, insurance, provident and pension funds;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

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

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

- (i) In die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër skaal; en
- (ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding, diens of geslag berus.

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

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

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

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

(7) *Loonberekening*.—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

- (i) vyf, in die geval van 'n werknemer wat vyf dae per week werk;
- (ii) ses, in die geval van enige ander werknemer.

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon, en die tweeweeklikse loon is twee maal die weekloon.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

##### 5. BETALING VAN BESOLDIGING

(1) Besoldiging wat enige betaling moet insluit wat aan 'n werknemer ingevolge hierdie Ooreenkoms verskuldig is, moet weekliks gedurende die werknemers se werkure in kontant betaal word: Met dien verstande dat, wanneer 'n werkgewer en 'n werknemer aldus ooreenkoms, besoldiging tweeweekliks of maandeliks betaal kan word.

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

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

(3) *Kos en inwoning*.—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of inwoning aan te neem nie.

(4) *Premies*.—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgewer wettiglik verplig word om by te dra.

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

- (a) Met die toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorg- en pensioenfonds;
- (b) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten tyde daarvan vir sy gewone werkure ontvang het;

- (c) levies in terms of clause 15 of this Agreement;  
 (d) a deduction of any amount which an employer, by law or any order of any competent court is required or permitted to make;  
 (e) when an employee has agreed to board or lodge or board and lodge with his employer, a deduction not exceeding the amounts specified hereunder shall be made:

|                              | Per week | Per month |
|------------------------------|----------|-----------|
|                              | R        | R         |
| (i) Board.....               | 0,85     | 3,68      |
| (ii) Lodging.....            | 0,40     | 1,73      |
| (iii) Board and lodging..... | 1,25     | 5,41;     |

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

#### 6. PROPORTION OR RATIO OF EMPLOYEES

- (1) In every establishment at least one foreman and one journeyman shall be employed in baking, as herein defined, on every shift.  
 (2) There shall be employed one foreman and one journeyman on every shift before a Grade I employee may be employed: Provided that a journeyman may be employed in preparing dough for a period not exceeding four hours before the commencement of the normal shift, such journeyman being permitted to cease work the equivalent number of hours before the end of the normal shift.  
 (3) For each foreman and each journeyman an employer may employ not more than three Grade I employees.  
 (4) For the purpose of subclause (1), an employer who is wholly or mainly engaged in his own establishment as a foreman may be reckoned as such provided he has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is engaged.  
 (5) Not more than one member of any firm or partnership shall, for the purpose of this clause, be considered as an employer.  
 (6) An employer must employ one full-time overseer before assistant overseers can be employed.  
 (7) An employer shall not employ an unqualified male or female clerical employee unless he has in his employ a qualified male or female clerical employee and for each three or part of three qualified male or female clerical employees employed, not more than two unqualified male or female clerical employees may be employed.

For the purpose of this clause—

- (a) an unqualified male or female clerical employee receiving not less than the wage prescribed in clause 4 (1) for a qualified male or female clerical employee may be reckoned as a qualified male or female clerical employee respectively, and a qualified female clerical employee receiving not less than the wages prescribed in clause 4 (1) for a qualified male clerical employee, may be reckoned as such;  
 (b) an employer who is wholly or mainly engaged in performing the work of a clerical employee may be deemed to be a qualified male or female clerical employee.  
 (8) A van salesman shall not be in charge of nor responsible for more than one van.  
 (9) For the purpose of the proportion or ratio of employees as provided for under this clause, a foreman and journeyman who are away on annual leave or on sick leave shall be deemed to be present on a shift provided the foreman and the journeyman are not absent at the same time.

#### 7. ORDINARY HOURS OF WORK AND OVERTIME

- (1) The ordinary hours of work of overseers, assistant overseers, van salesmen, van salesmen's assistants, delivery employees and drivers, engaged in the delivery of bread and/or confectionery shall not exceed 48 in a week or not more than six working days, and the ordinary hours of work in any day shall not exceed 10, excluding meal hours.  
 (2) For the purposes of delivery, sale, supply, dealing in, removal, transfer, transportation, disposal or handing over of bread and/or confectionery, no employer engaged and no person employed in the Baking and/or Confectionery Industry shall leave the establishment before 6 a.m. and after 4 p.m. on Mondays to Saturdays inclusive and all persons referred to in this subclause shall return to the establishment by 5 p.m. on Mondays to Saturdays inclusive.  
 (3) (a) No employer engaged and no persons employed in the Baking and/or Confectionery Industry in the Magisterial District of Durban shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of amotor or animal-drawn vehicle—  
 (i) south of a straight line running through the Illovo River bridges and Odidini;  
 (ii) west of a straight line running between Odidini and Umbumbulu;

- (c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;  
 (d) 'n bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;  
 (e) wanneer 'n werknemer ingestem het om kos of inwoning van sy werkgewer aan te neem, hoogstens ondergenoemde bedrae:
- |                            | Per week | Per maand |
|----------------------------|----------|-----------|
|                            | R        | R         |
| (i) Kos.....               | 0,85     | 3,68      |
| (ii) Inwoning.....         | 0,40     | 1,73      |
| (iii) Kos en inwoning..... | 1,25     | 5,41;     |
- (f) met die skriftelike toestemming van die werknemer, ledegeld vir 'n vakvereniging wat ingevolge die Wet geregistreer is.

#### 6. GETALVERHOUDING VAN WERKNEMERS

- (1) Minstens een voorman en een vakman moet op elke skof in elke bedryfsinrigting in diens wees om te bak soos hierin omskryf.  
 (2) Daar moet een voorman en een vakman op elke skof werksaam wees, voordat 'n werknemer, graad I, op dié skof kan werk: Met dien verstande dat 'n vakman deeg vir 'n tydperk van hoogstens vier uur voor die begin van die gewone skof kan berei, en sodanig vakman toegelaat moet word om die ekwivalente getal ure vóór die einde van die gewone skof op te hou werk.  
 (3) Vir elke voorman en elke vakman kan 'n werkgewer hoogstens drie werknemers, graad I, in diens hê.  
 (4) Vir die toepassing van subklousule (1) kan 'n werkgewer wat in sy eie bedryfsinrigting uitsluitlik of hoofsaaklik as 'n voorman werksaam is, as sodanig gereken word: Met dien verstande dat hy sy naam in die tyd- en loonregister laat inskryf het, en die beroep waarin hy werksaam is, duidelik daarin gemeld het,  
 (5) Vir die toepassing van hierdie klousule kan hoogstens een lid van 'n firma of vennootskap geag word 'n werkgewer te wees.  
 (6) 'n Werkgewer moet een voltydse toesighouer in diens hê voordat assistent-toesighouers in diens geneem kan word.  
 (7) 'n Werkgewer mag nie 'n ongekwalifiseerde manlike of vroulike klerk in diens neem nie, tensy hy 'n gekwalifiseerde manlike of vroulike klerk in sy diens het, en vir elke drie (of deel van drie) gekwalifiseerde manlike of vroulike klerke in sy diens kan hoogstens twee ongekwalifiseerde manlike of vroulike klerke in diens geneem word.

Vir die toepassing van hierdie klousule—

- (a) kan 'n ongekwalifiseerde manlike of vroulike klerk wat minstens die lone ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike of vroulike klerk voorgeskryf word, as sodanig gereken word; en kan 'n gekwalifiseerde vroulike klerk wat minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde manlike klerk voorgeskryf word, as sodanig gereken word;  
 (b) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n klerk verrig, geag word 'n gekwalifiseerde manlike of vroulike klerk te wees.  
 (8) 'n Bestelwaverkooopsman mag nie beheer uitoefen oor of verantwoordelik wees vir meer as een bestelwa nie.  
 (9) By die toepassing van die getalverhouding van werknemers soos ingevolge hierdie klousule bepaal, word 'n voorman en 'n vakman wat met jaarlikse verlof of siekteverlof weg is, geag op 'n skof teenwoordig te wees: Met dien verstande dat die voorman en die vakman nie gelyktydig afwesig mag wees nie.

#### 7. GEWONE WERKURE EN OORTYD

- (1) Die gewone werkure van toesighouers, assistent-toesighouers, bestelwaverkooopsmanne, bestelwaverkooopsmanne se assistente, bestellers en drywers wat brood en/of banket aflewer, mag hoogstens 48 in 'n week van hoogstens ses werkdade wees en die gewone werkure, uitgesonderd etenstye, op 'n dag mag hoogstens 10 wees.  
 (2) Vir die aflewering, verkoop, lewering, verhandeling, verwydering, oorpasing, vervoer, wegmaking of oorhandiging van brood en/of banket, mag geen werkgewer in, en niemand in diens in die Bak- en/of Banketnywerheid die bedryfsinrigting vóór 6 vm. en ná 4 nm. op Maandag tot en met Saterdag verlaat nie, en almal in hierdie subklousule vermeld moet teen 5 nm. op Maandag tot en met Saterdag na die bedryfsinrigting terugkeer.  
 (3) (a) Geen werkgewer in, en niemand in diens in die Bak- en/of Banketnywerheid in die landdrosdistrik Durban mag brood en/of banket deur middel van 'n motor of bespanne voertuig aflewer, verhandel, verkoop, lewer, oorhandig, wegmaak, oorpaa, verwyder of vervoer nie—  
 (i) suid van 'n reguit lyn wat strek tussen die Illovorivierbrûe en Odidini;  
 (ii) wes van 'n reguit lyn wat strek tussen Odidini en Umbumbulu;

(iii) north-west of a straight line running between Umbumbulu and Marianhill Monastery—a straight line from Marianhill Monastery to Sarnia bridge (road underpass); thence the boundary will be left into Protea Road, right into Boom Street to the Umbilo River, thence along the river to its most easterly point closest to the western end of Reservoir Road, then in line due east to the intersection of Dawncliffe Road and Portman Avenue, from there left into Chiral Drive, across Maryvale Road, into Queen Elizabeth Drive, turning right into Marfort Road leading into Burlington Drive, thence right into Westville Road, turning left into Saltfleet Road leading into Link Road, thence left into Attercliffe Road;

(iv) west of Attercliffe Road to its junction with Jan Hofmeyr Road; thence the boundary will be Jan Hofmeyr Road to Blair Attol Road along Blair Attol Road to the Westville-New Germany boundary; thence a straight line northwards to Aller River; then down the Aller River to its confluence with the Umgeni River; then up the Umgeni River to its confluence with the Umkombane River; thence a straight line in a north-easterly direction to Inanda Catholic Mission;

(v) north of straight lines running between the Inanda Catholic Mission and the Saccharine Hotel and mouth of the Umhlanga River.

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

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

(i) east of a straight line running between Odidini-Umbumbulu; Umbumbulu and Northdene Station; thence the boundary is Pioneer Road, turning right into Alexander Avenue, Pool Place following to the end; then a straight line north-east to the southernmost point of Cottswold Drive, continuing as a line in a north-easterly direction to the intersection of Maryvale and Kingsmead Drives; thence to the intersection of Headingly Avenue, following to the end; then a straight line in an easterly direction to the junction of Westville and Baydon Roads, following Baydon Road to Harrison Road; thence left into Springvale Road, turning right into Lawrence Drive, left into Rockdale Avenue, right into Cleveland Road and left into Cochrane Avenue, turning right into Frank Avenue, to Essex Terrace and thence along Essex Terrace to Nelson Road;

(ii) east and north of the line drawn along the following roads and rivers:

Westborough Road, Meerut Road, thence in a straight line to and including the Indian University, then following Chilton Drive and continuing into Pitlochery Road, turning right into Aylesbury Avenue, then following Marklew Avenue into and along Aberfoyle Road to Dunkeld Road. From the intersection of Aberfoyle Road and Dunkeld Road as a straight line in a north-westerly direction to the Aller River and thence along this river to its confluence with the Umgeni River and then along this river to its confluence with the Umkombane River, then in a straight line to the Inanda Catholic Mission.

(4) No employer engaged and no person employed in the Industry shall deliver, deal in, sell, supply, dispose of, transfer, remove, transport or hand over to any person any bread and/or confectionery on a Sunday or any non-delivery day: Provided that this provision shall not entitle an employer to deduct from the wage of his employee any amount in respect of time not worked, at the request of the employer, on a non-delivery day.

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

(6) For all employees other than watchmen and those specified in subclause (1) of this clause, the ordinary hours of work, shall not exceed 46 hours in any one week of not more than six working days and shall be subject to the granting of a free period each week of not less than 24 consecutive hours, which period shall be clearly indicated in the wage register or such other record as may be authorised by the Divisional Inspector of Labour, Durban, and no work shall ordinarily be performed during such period, nor shall any time worked during such period be taken into account in calculating, for the purposes of this paragraph, the number of hours worked by such employee. The

(iii) noordwes van 'n reguit lyn wat strek tussen Umbumbulu en die Marianhillklooster—'n reguit lyn van die Marianhillklooster na die Sarniabrug (duikweg); daarvandaan loop die grens links tot in Proteaweg, regs tot in Boomstraat tot by die Umbiliorivier, dan langs die rivier tot by sy oostelike punt naaste aan die westelike punt van Reservoirweg, dan reguit ooswaarts na die kruising van Dawncliffeweg en Portmanlaan, dan links tot in Chiorlylaan, oor Maryvaleweg, tot in Koniging Elizabethrylaan, regs tot in Manfortweg en Marfort tot in Burlingtonrylaan, dan regs tot in Westvilleweg, links tot in Saltfleetweg tot in Linkweg en dan links tot in Attercliffeweg;

(iv) wes van Attercliffeweg tot by sy aansluiting met Jan Hofmeyrweg; daarvandaan is die grens Jan Hofmeyrweg tot by Blair Attolweg en langs Blair Attolweg tot by die Westville New Germanygrens; daarvandaan 'n reguit lyn noordwaarts tot by die Allerrivier; dan af langs die Allerrivier tot waar dit by die Umgenirivier aansluit; dan op langs die Umgenirivier tot waar dit by die Umkombanerivier aansluit; en daarvandaan 'n reguit lyn in 'n noordoostelike rigting tot by die Katolieke Sendingstasie Inanda;

(v) noord van reguit lyne wat strek tussen die Katolieke Sendingstasie Inanda en die Saccharinehotel en die mond van die Umhlangarivier.

(b) Geen werkgever in, en niemand in diens in die Bak- of Banketnywerheid in die landdrosdistrik Inanda en/of Laer Tugela mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, verhandel, verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie suid van reguit lyne vanaf die noordelike grens van die landdrosdistrik Pinetown, wat ooswaarts strek tot by die Katolieke Sendingstasie Inanda, en van die Katolieke Sendingstasie Inanda af na die Saccharinehotel, en van die Saccharinehotel af na Umhlanga Rocks.

(c) Geen werkgever in en niemand in diens in die Bak- en/of Banketnywerheid in die landdrosdistrik Pinetown mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, verhandel, verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—

(i) oos van 'n reguit lyn wat strek tussen Odidini en Umbumbulu, en Umbumbulu en Northdenestatie; daarvandaan loop die grens langs Pioneerweg, regs in Alexanderlaan en tot aan die einde van Pool Place; dan 'n reguit lyn noordoos tot by die suidelike punt van Cottsworldrylaan; daarvandaan 'n lyn in 'n noordoostelike rigting na die kruising van Maryvale- en Kingsmeadrylaan; daarvandaan na die kruising van Headinglylaan tot aan die einde daarvan; dan 'n reguit lyn in 'n oostelike rigting tot by die aansluiting van Westville- en Baydonweg, en met Baydonweg langs tot in Harrisonweg; dan links tot in Springvaleweg en dan regs in Lawrencerylaan, links tot in Rockdalelaan, regs tot in Clevelandweg en links tot in Cochrane- laan, regs tot in Franklaan tot by Essexterras en daarvandaan langs Essexterras tot in Nelsonweg;

(ii) oos en noord van die lyn wat langs die volgende paaie en riviere getrek word:

Westboroughweg, Meerutweg en dan in 'n reguit lyn tot by en met inbegrip van die Indiëuniversiteit, dan met Chiltonrylaan langs tot in Pitlocheryweg, regs in Aylesburylaan en dan met Marklewlaan langs tot in Aberfoyleweg en met Aberfoyleweg langs tot in Dunkeldweg. Van die kruising van Aberfoyleweg en Dunkeldweg af as 'n reguit lyn in 'n noordwestelike rigting tot by die Allerrivier en dan langs hierdie rivier tot waar dit met die Umgenirivier saamvloei, en dan langs hierdie rivier af tot waar dit met die Umkombanerivier saamvloei en dan in 'n reguit lyn tot by die Katolieke Sendingstasie Inanda.

(4) Geen werkgever in, en niemand in diens in die Nywerheid, mag brood en/of banket op 'n Sondag of enige nie-besteldag aflewer, verhandel, verkoop, lewer, wegmaak, oorplaas, verwyder, vervoer of aan engeen oorhandig nie: Met dien verstande dat hierdie bepaling 'n werkgever nie daarop geregtig maak om enige bedrag van die loon van sy werknemer af te trek ten opsigte van tyd wat die werknemer, op versoek van die werkgever, op 'n nie-besteldag nie gewerk het nie.

(5) Geen werkgever in, en niemand in diens in die Bak- en/of Banketnywerheid, mag voor 6 vm. en na 6 nm. op Maandag tot en met Saterdag brood en/of banket verhandel, verkoop, lewer of oorhandig nie.

(6) Die gewone werke van alle werknemers, uitgesonderd 'n wag en persone in subklousule (1) van hierdie klousule vermeld, mag hoogstens 46 wees in 'n bepaalde week van hoogstens ses werkdag, en 'n vry periode van minstens 24 opeenvolgende ure moet elke week toegestaan word. Hierdie vry periode moet duidelik aangetoon word in die loonregister of ander register deur die Afdelingsinspekteur van Arbeid, Durban, goedgekeur. Geen werk mag normaalweg gedurende so 'n periode gedoen word nie, en werk gedurende so 'n periode gedoen, mag nie by die berekening van die werknemer se getal werke vir die toepassing van hierdie paragraaf in ag geneem word nie. Met

ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals as set out in sub-clause (7) and shall not exceed—

(a) in the case of an establishment in which a six-day week is observed, eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day, if by such extensions the ordinary hours of work do not exceed 46 in any week;

(b) in the case of an establishment in which a five-day week is observed, nine and a quarter in any day, if the ordinary hours of work do not exceed 46 in any week.

(7) *meal breaks.*—An employer shall not require or permit his employees other than van salesmen, van salesmen's assistants, delivery employees, driver and Grade III employees employed in cooking rations, to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

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

(ii) periods of work interrupted by an interval of less than one hour, except when an agreement by virtue of proviso (iv) applies, shall be deemed to be continuous;

(iii) in the case of van salesmen, van salesmen's assistants, delivery employees, drivers and Grade III employees employed in cooking rations, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day;

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

(8) Notwithstanding the provision of subclauses (1) and (6) an employer may require or permit an employee to work over-time and an employee if required to work overtime shall work such overtime for a total period of not more than ten hours in any one week, subject to any extension of these hours which may be allowed by the Council: Provided that no female employee shall be required or allowed to work—

(i) between 6 p.m. and 6 a.m.; or

(ii) after one o'clock p.m. on more than five days in any one week:

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

(i) for more than two hours on any day;

(ii) on more than three consecutive days;

(iii) on more than 60 days in any year;

(iv) after completion of her ordinary working hours on any shift for more than one hour;

unless her employer has—

(a) given notice thereof to such employee before midday; and

(b) provided such employee with an adequate meal before she has commenced overtime; or

(c) paid such employee an allowance of not less than 20 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

(a) in the case of an employee, other than a casual employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any day in the week;

(b) in the case of a casual employee, one and a third times the hourly wage;

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

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

uitsondering van 'n ononderbroke etenspouse soos in subklousule (7) vermeld, moet die gewone daaglikse werkure van werknemers aaneenlopend en hoogstens soos volg wees:

(a) in die geval van 'n bedryfsinrigting met 'n werkswaek van ses dae, agt uur per dag, tensy die getal ure op een dag hoogstens vyf is, in welke geval die getal ure op die ander dae hoogstens agt en 'n half per dag kan wees, solank die gewone werkure nie weens sodanige verlenging meer as 46 per week is nie;

(b) in die geval van 'n bedryfsinrigting met 'n werkswaek van vyf dae, nege en 'n kwart uur per dag, as die getal gewone werkure hoogstens 46 per week is.

(7) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer uitgesonderd 'n bestelwaverkoopsman, bestelwaverkoopsman se assistent, besteller, drywer en werknemer graad III, wat rantsoene kook, vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n pouse van minstens een uur waarin geen werk gedoen mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(i) indien so 'n pouse langer as een uur duur, elke tydperk van meer as een en 'n kwart uur geag word gewone werkure te wees;

(ii) werktjye onderbreek deur 'n pouse van minder as een uur geag word aaneenlopend te wees, tensy 'n ooreenkoms kragtens voorbehoudbepaling (iv) van toepassing is;

(iii) in die geval van bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente, bestellers, drywers en werknemers graad III, wat rantsoene kook, pouses van minder as een uur vir etes afgestaan kan word, mits sodanige pouses altesaam minstens een uur op 'n dag behoort;

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

(8) Ondanks die bepalings van subklousules (1) en (6), kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk, en 'n werknemer moet, indien daar van hom vereis word om oortyd te werk, sodanige oortyd werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week, behoudens enige verlenging van hierdie ure wat die Raad mag toelaat: Met dien verstande dat daar van geen vroulike werknemer vereis of sy nie toegelaat mag word om—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) na 1-uur nm. op meer as vyf dae per week te werk nie:

Voorts met dien verstande dat daar van geen vroulike werknemer vereis of sy nie toegelaat mag word om—

(i) meer as twee uur op 'n dag;

(ii) op meer as drie agtereenvolgende dae;

(iii) op meer as 60 dae in 'n jaar;

(iv) na voltooiing van haar gewone werkure op enige skof, langer as een uur;

oortyd te werk nie, tensy haar werkgewer—

(a) so 'n werknemer voor die middag daarvan kennis gegee het; en

(b) so 'n werknemer van 'n toereikende ete voorsien het voordat sy met die oortyd begin het; of

(c) so 'n werknemer 'n toelae van minstens 20c betyds betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd begin.

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

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal sy uurloon ten opsigte van elke uur of 'n gedeelte van 'n uur oortyd wat altesaam op enige dag in die week aldus gewerk is;

(b) in die geval van 'n los werknemer, een en 'n derde maal die uurloon:

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

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

(11) The provisions of this clause shall not apply to a watchman, who shall work a six-day week, and in the event of a watchman being required to work a seven-day week, he shall be paid, in addition to his weekly wage which he would have received if he had not worked on the seventh day, an amount of not less than double a day's pay for the work performed on the seventh day.

(12) *Savings.*—Where a foreman agrees thereto in writing, the provisions of subclauses (6), (7) and (9) of this clause shall not apply if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R3 960 per annum.

#### 8. ANNUAL LEAVE, PUBLIC HOLIDAYS AND SUNDAYS

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

(a) in the case of a watchman, three consecutive week's leave;

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

(c) in the case of every other employee, two consecutive week's leave;

and shall in respect of each week thereof be paid during the week immediately preceding the period of leave, an amount of not less than his weekly wage; Provided that an employee mentioned in subclause (1) (c) above who has completed five years continued employment with the same employer shall be granted three consecutive weeks' leave on full pay: Provided, further that such employee shall have the right to exercise an option to waive one week of such leave and accept one week's wages in lieu thereof; provided further that an employer may require such employee to give three months' notice, prior to the date on which such leave falls due, of his intention to exercise the option.

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

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

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

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

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

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

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

(7) (a) Where an employee, other than a watchman, is required or permitted to work on a Sunday, such employee shall be paid at a rate of not less than double his ordinary rate of pay in respect of the total period, including overtime, worked on such Sunday.

(b) Where an employee is required or permitted to work during his free period, referred to in clause 7 (6), such employee shall be paid—

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

(ii) if he so works for a period exceeding four hours, not less than double his ordinary pay in respect of the total period worked during such free period or an amount which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

(11) Die bepalings van hierdie klousule is nie van toepassing nie op 'n wag wat ses dae per week moet werk, en ingeval daar van 'n wag vereis word om sewe dae per week te werk, moet hy vir die werk wat hy op die sewende dag verrig, benewens sy weekloon wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, minstens dubbel sy dagloon betaal word.

(12) *Voorbehoudsbepaling.*—Indien 'n voorman skriftelik daartoe instem, is die bepalings van subklousules (6), (7) en (9) van hierdie klousule nie van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R3 960 per jaar ontvang.

#### 8. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werknemer is geregtig op en moet, na elke voltooide jaar diens by dieselfde werkgewer, verlof met volle betaling verleen word van—

(a) in die geval van 'n wag, drie agtereenvolgende weke;

(b) in die geval van 'n werknemer wat meer as ses maande per jaar nagskof of langer as drie maande aaneen nagskof werk, drie agtereenvolgende weke;

(c) in die geval van alle ander werknemers, twee agtereenvolgende weke;

en hy moet sodanige verlof neem en moet vir elke week daarvan, gedurende die week onmiddellik vóór die verloftydperk, minstens sy weeklikse loon betaal word: Met dien verstande dat 'n werknemer in subklousule (1) (c) hierbo vermeld, wat vyf jaar ononderbroke diens by dieselfde werkgewer voltooi het, drie agtereenvolgende weke verlof met volle besoldiging moet ontvang: Voorts met dien verstande dat sodanige werknemer die reg het om 'n opsie uit te oefen om van een week van die verlof afstand te doen en een week se volle loon in plaas daarvan te ontvang: Voorts met dien verstande dat 'n werkgewer van so 'n werknemer kan vereis om drie maande voor die datum waarop hy op sodanige verlof geregtig is, kennis te gee van sy voorneme om die opsie uit te oefen.

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

(3) Geen werknemer mag tydens sy jaarlikse verloftydperk werk vir vergoeding verrig nie.

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

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

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

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

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

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

(b) Wanneer van 'n werknemer vereis of hy toegelaat word om te werk gedurende sy vry periode in klousule 7 (6) vermeld, moet so 'n werknemer as volg betaal word:

(i) Indien hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) indien hy langer as vier uur aldus werk, minstens dubbel sy gewone betaling betaalbaar vir die totale tydperk in sodanige vry periode gewerk of minstens dubbel die gewone loon betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(8) (a) In addition to the annual leave prescribed in subclause (1), an employee, other than a watchman, shall be entitled to and be granted leave on Good Friday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and Republic Day and shall be paid in respect thereof not less than his ordinary wage as if he had, on such day, worked his average ordinary hours of work for that day.

(b) Whenever an employee, other than a watchman, works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day or Republic Day, his employer shall pay him in respect of the number of hours ordinarily worked by him on a weekday at a rate not less than his ordinary hourly wage for each hour worked, in addition to the wage to which he would have been entitled had he not so worked and for all overtime worked by him on such holiday, at a rate not less than double his ordinary hourly wage for each hour so worked.

(c) An employer may require an employee, subject to his paying the employee concerned as prescribed in subclause (8) (b) hereof, to work on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day and may in that event grant the employee concerned a free day on full pay at ordinary rates on the day immediately preceding the day on which he has required to work: Provided that if the employee does not work on the day he was required by the employer to work in terms hereof, he shall nevertheless be paid therefor as prescribed in subclause (8) (a) hereof, but the employee shall not be paid for the preceding day if he in fact did not work thereon.

(d) An employer may require an employee to work on a non-delivery day and if such non-delivery day is a day other than the days referred to in paragraph (c) of this subclause, shall pay the employee concerned at ordinary rates and the employer may in that event grant the employee a free day at full pay at ordinary rates on the day immediately preceding such non-delivery day on which the employee is required to work: Provided that if an employee does not work on the non-delivery day as required by the employer, such employee shall not be paid for the non-delivery day nor for the preceding day if in fact he did not work on such preceding day.

(9) Amounts payable in terms of the provisions of subclauses (7) and (8) shall be paid to the employee concerned not later than the pay-day next succeeding the period in respect of which such amounts become payable.

(10) For the purposes of this clause—

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

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

(i) is on leave in terms of subclause (1); or

(ii) is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;

(iii) is absent from work on the instructions or at the request of the employer; or

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

(c) employment shall be deemed to commence from—

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

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

(d) the period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 13 nor with any period during which an employee is undergoing military training in pursuance of the Defence Act, 1957.

(11) *Savings.*—Where a foreman agrees thereto in writing, the provisions of subclauses (7) and (8) of this clause shall not apply if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R3 960 per annum.

## 9. CERTIFICATE OF COMPETENCY

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

(8) (a) Benewens die jaarlikse verlof wat in subklousule (1) voorgeskrif word, is 'n werknemer, uitgesonderd 'n wag, geregtig op verlof, en moet hy verlof verleen word op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag, en moet hy vir sodanige dag minstens sy gewone loon betaal word asof hy op sodanige dag sy gemiddelde getal gewone werkure vir daardie dag gewerk het.

(b) Wanneer 'n werknemer, uitgesonderd 'n wag, op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag of Republiekdag werk, moet sy werkgever hom ten opsigte van die getal ure wat hy gewoonlik op 'n weekdag werk, betaal teen minstens sy gewone uurloon vir elke uur gewerk, benewens die loon waarop hy geregtig sou gewees het indien hy nie aldus gewerk het nie; en vir alle oortyd wat hy op sodanige vakansiedag werk, moet hy minstens dubbel sy gewone uurloon betaal word vir elke uur aldus gewerk.

(c) 'n Werkgever kan van 'n werknemer vereis om—mits hy die betrokke werknemer betaal soos in subklousule (8) (b) hierbo voorgeskrif—op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag te werk, en in daardie geval kan hy die betrokke werknemer op die dag onmiddellik voor die dag waarop daar van hom vereis word om te werk, 'n diensvrye dag met volle besoldiging teen die gewone tarief toestaan: Met dien verstande dat indien die werknemer nie werk op die dag waarop daar deur die werkgever ingevolge hierdie paragraaf van hom vereis word om te werk nie, hy nogtans daarvoor betaal moet word soos in subklousule (8) (a) hiervan voorgeskrif, maar dat die werknemer nie vir die voorafgaande dag betaal moet word indien hy nie inderdaad op daardie dag gewerk het nie.

(d) 'n Werkgever kan van 'n werknemer vereis om op 'n nie-besteldag te werk en indien so 'n nie-besteldag 'n ander dag is as die dae in paragraaf (c) van hierdie subklousule bedoel, moet hy die betrokke werknemer teen die gewone tarief betaal en kan hy die werknemer in daardie geval op die dag onmiddellik voor so 'n nie-besteldag waarop daar van die werknemer vereis word om te werk, 'n diensvrye dag met volle betaling teen die gewone tarief toestaan: Met dien verstande dat, indien die werknemer nie op die nie-besteldag werk soos deur die werkgever vereis nie, sodanige werknemer nie vir die nie-besteldag betaal moet word nie en ook nie vir die voorafgaande dag nie indien hy inderdaad nie op sodanige voorafgaande dag gewerk het nie.

(9) Bedrae wat ingevolge die bepalings van subklousules (7) en (8) betaalbaar is, moet voor of op die eersvolgende betaaldag na die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan die betrokke werknemer betaal word.

(10) Vir die toepassing van hierdie klousule—

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

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

(i) kragtens subklousule (1) met verlof is; of

(ii) afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om te eis dat meer as vier maande in 'n bepaalde tydperk van sodanige opleiding as diens erken word nie;

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

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

(c) word diens geag te begin vanaf—

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

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

(d) mag die verloftydperk nie saamval nie met 'n tydperk van siekteverlof waarvoor 'n werknemer op siektebetaling kragtens klousule 13 geregtig is of met 'n tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

11. *Voorbehoudsbepaling.*—Indien 'n voorman skriftelik daartoe instem, is die bepalings van subklousules (7) en (8) van hierdie klousule nie van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R3 960 per jaar ontvang.

## 9. VAARDIGHEIDCERTIFIKAAT

(1) 'n Werkgever of werknemer moet deur bemiddeling van die Sekretaris van die Raad aansoek doen om 'n vaardigheidscertificaat.

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

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

#### 10. PROHIBITION OF EMPLOYMENT IN CERTAIN CASES

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

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

#### 11. CERTIFICATE OF SERVICE

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

#### 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) during the first four weeks of employment, 24 hours' notice;

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

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

(i) in the case of 24 hours' notice, the weekly wage which the employee was receiving at the date of such termination divided by six;

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

Provided that this shall not affect—

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

(ii) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

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

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

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

#### 13. SICK LEAVE

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

(a) in the case of an employee who works a six-day week, 12 work days; and

(b) in the case of an employee who works a five-day week, 10 work days; and

(c) in the case of a watchman who works a seven-day week, 14 work days;

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

(i) in the case of an employee who works a six-day week, one-sixth; and

(ii) in the case of an employee who works a five-day week, one-fifth; and

(iii) in the case of a watchman who works a seven-day week, one-seventh;

of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, or alternatively a duly signed hospital certificate showing the nature and the duration of the employee's illness in respect of each period of absence in excess of two days for which payment is claimed: Provided further, that where, in any factory, there exists or may be established by virtue

(2) Die Raad kan 'n komitee aanwys wat bestaan uit lede van die Raad, en waarop die werkgewers en werknemers gelyktallig verteenwoordig is, wat eksamens kan afneem en aanbevelings by die Raad kan doen betreffende die uitreiking van 'n vaardigheidsertifikaat aan 'n aansoeker.

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

#### 10. VERBOD OP INDIENSNEEMING IN SEKERE GEVALLE

(1) 'n Werkgewer mag nie 'n werknemer toelaat om vir hom te werk terwyl daar 'n dienskontrak tussen daardie werknemer en 'n ander werkgewer bestaan nie, en geen werknemer mag vir twee werkgewers werk nie.

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

#### 11. DIENSSERTIFIKAAT

Elke werkgewer moet 'n dienssertifikaat in die vorm van Aanhangsel A van hierdie Ooreenkoms gratis uitreik aan elke werknemer wat sy diens verlaat.

#### 12. BEÏNDIGING VAN DIENSKONTRAK

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

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

(b) na die eerste vier weke diens, een week

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

(i) in die geval van 24 uur kennisgewing, die weeklikse loon wat die werknemer op die datum van sodanige beëindiging ontvang het, gedeel deur ses;

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

Met dien verstande dat die volgende nie hierdeur geraak word nie:

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

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

(iii) die werking van verbeurings of boetes wat regtens van toepassing is op 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom word.

(3) Die kennisgewing in subklousule (1) vermeld, tree in werking vanaf die dag waarop kennis gegee is en mag nie met jaarlikse verlof of siekteverlof of militêre opleiding wat ingevolge die Verdedigingswet, 1957, vereis word, saamval nie.

#### 13. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat ses dae per week werk, altesaam 12 werkdag; en

(b) in die geval van 'n werknemer wat vyf dae per week werk, altesaam 10 werkdag; en

(c) in die geval van 'n wag wat sewe dae per week werk, altesaam 14 werkdag;

siekteverlof toestaan gedurende 'n bepaalde diensjaar by hom en moet hom vir elke dag daarvan van minstens—

(i) in die geval van 'n werknemer wat ses dae per week werk, een-sesde; en

(ii) in die geval van 'n werknemer wat vyf dae per week werk, een-vyfde; en

(iii) in die geval van 'n wag wat sewe dae per week werk, een-sewende;

betaal van die weeklikse loon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het: Met dien verstande dat die werkgewer kan vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, of andersins 'n behoorlik ondertekende hospitaalsertifikaat wat die aard en duur van die werknemer se siekte aantoon, getoon moet word vir elke afwesigheidstydperk van langer as twee dae waarvoor betaling geëis word: Voorts met dien verstande dat, waar daar ingevolge 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen

of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

#### 14. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

#### 15. EXPENSES OF THE COUNCIL

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

(a) deduct from the earnings of all his employees for whom minimum wages are prescribed in this Agreement, an amount of 4c per week; and

(b) add to the amount so deducted in terms of paragraph (a), a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the 15th day of the month following the month in which the deductions were made.

#### 16. EXHIBITION OF AGREEMENT

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

#### 17. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

#### 18. INTERPRETATION OF AGREEMENT

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

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

#### 19. AGENTS

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

(a) enter, inspect and examine any establishment at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine either alone or in the presence of any other person as he thinks fit, with respect to matters relating to this Agreement, every employee, whom he finds in or about the premises or place, and require such employee to answer the questions put;

'n werkgewer en 'n behoorlik geregistreerde vakvereniging in enige fabriek 'n siektebystand- of voorsorgfonds bestaan of ingestel word waartoe die werkgewer ten opsigte van elkeen van sy werknemers minstens die bedrag bydra wat deur elke sodanige werknemer betaal word of betaalbaar is en waaruit 'n werknemer in geval van afwesigheid of afwesighede van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, skadeloosstelling betaalbaar is) geregtig is om in 'n bepaalde jaar 'n totale bedrag wat minstens gelyk is aan sy volle loon vir twee weke, ten opsigte van sodanige afwesigheid te ontvang onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

#### 14. VRYSTELLINGS

(1) Behoudens die bepalings van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad enige vrystelling kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie: Voorts met dien verstande dat die betrokke persoon een week vooraf skriftelik daarvan in kennis gestel is.

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

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

(d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

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

#### 15. ONKOSTE VAN DIE RAAD

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

(a) 4c per week aftrek van die verdienste van al sy werknemers vir wie in hierdie Ooreenkoms 'n minimum loon voorgeskryf word; en

(b) 'n gelyke bedrag voeg by die bedrag wat ingevolge paragraaf (a) afgetrek word, en die totale bedrag afgetrek en die totale bedrag deur die werkgewer bygedra voor of op die 15de dag van die maand wat volg op die maand waarin die aftrekkings gemaak is aan die Sekretaris van die Raad stuur.

#### 16. VERTONING VAN OOREENKOMS

Alle werkgewers moet 'n leesbare eksemplaar van hierdie Ooreenkoms opplak en opgeplak hou op 'n opvallende plek in hul bedryfsinrigtings, wat vir alle werknemers gereedlik toeganklik is.

#### 17. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

Alle werkgewer 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 na te kom.

#### 18. UITLEG VAN OOREENKOMS

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

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

#### 19. AGENTE

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

Die agent het die reg om—

(a) te eniger tyd 'n bedryfsinrigting te betree, te inspekteer en te ondersoek indien hy redelike gronde het om te vermoed dat iemand daarin werksaam is;

(b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedvinde of alleen of in die teenwoordigheid van iemand anders mondeling in verband met sake wat op hierdie Ooreenkoms betrekking het, te ondervra, en hy kan van sodanige werknemer vereis om die gestelde vrae te beantwoord;

(c) require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;

(d) require the production of, inspect, examine and copy all records of time worked, paysheets, books or documents wherein an account is kept of time worked or actual wages or rates, whether by piece or not, paid to any employee whose remuneration is fixed by this Agreement.

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

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

## 20. UNIFORMS

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

## 21. NOTICE

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

## 22. TRADE UNION SUBSCRIPTIONS

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

Signed for and on behalf of the parties at Durban on this 15th day of March 1972.

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

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

D. C. WALLIS, Member of the Council.

## ANNEXURE A

No. of certificate.....

### CERTIFICATE OF SERVICE

(Issued in terms of clause 12 of the Industrial Council Agreement published under Government Notice....., dated 19.....)

Name of industry.....

Name and address of firm.....

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

(1) Full name of employee.....

(2) Address.....

(3) Sex.....

(4) Age.....

(5) Occupation.....

(6) Rate of wages due at the date of leaving.....

(7) Date of entering my service.....

(8) Date of leaving my service.....

(9) Number of certificate issued by previous employer was:.....

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

Signature of employer

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

## ANNEXURE B

### CERTIFICATE OF COMPETENCY

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

Date.....Secretary

(c) van 'n werkgewer te vereis om enige kennisgewing, boek, lys of dokument voor te lê wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;

(d) te vereis dat alle registers van tye gewerk, betaalstate, boeke of dokumente waarin boekgehou word van tyd gewerk of die werklike besoldiging of lone, hetsy vir stukwerk of andersins wat betaal is aan 'n werknemer wie se lone in hierdie Ooreenkoms vasgestel word, getoon word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

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

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

## 20. UNIFORMS

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

## 21. KENNISGEWING

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

## 22. LEDEGELD VIR VAKVERENIGING

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

Namens die partye op hede die 15de dag van Maart 1972 in Durban onderteken.

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

O. L. SYLVESTER, Ondervoorsitter van die Raad.

D. C. WALLIS, Lid van die Raad.

## AANHANGSEL A

No. van sertifikaat.....

### DIENSSERTIFIKAAT

(Uitgereik kragtens klousule 12 van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing No.....van 19.....)

Naam van nywerheid.....

Naam en adres van firma.....

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

(1) Volle naam van werknemer.....

(2) Adres.....

(3) Geslag.....

(4) Ouderdom.....

(5) Beroep.....

(6) Loon betaalbaar op uitdienstredingsdatum.....

(7) Datum van indienstreding by my.....

(8) Datum van uitdienstreding by my.....

(9) Nommer van die sertifikaat deur die vorige werkgewer uitgereik.....

Op hede die.....dag van.....19.....te.....gedateer.

Handtekening van werkgewer

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

## AANHANGSEL B

### VAARDIGHEIDCERTIFIKAAT

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

Datum.....Sekretaris

No. R. 2222

8 December 1972

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

**BAKING AND/OR CONFECTIONERY INDUSTRY  
(DURBAN AND DISTRICTS)**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, published under Government Notice R. 2221 of 8 December 1972, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 2222

8 Desember 1972

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

**BANK- EN/OF BANKETNYWERHEID  
(DURBAN EN DISTRIKTE)**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak-en/of Banketnywerheid, gepubliseer by Goewerments-kennisgewing R. 2221 van 8 Desember 1972, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gerel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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