



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2131

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2131

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 118]

PRETORIA, 4 APRIL 1975

[No. 4650

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 637

4 April 1975

INDUSTRIAL CONCILIATION ACT, 1956

**SWEETMAKING INDUSTRY, JOHANNESBURG.—
MAIN AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry shall be binding, with effect from 10 April 1975 and for the period ending 9 April 1978, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 and 24, shall be binding, with effect from 10 April 1975 and for the period ending 9 April 1978, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 10 April 1975 and for the period ending 9 April 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

32597—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 637

4 April 1975

WET OP NYWERHEIDSVERSOENING, 1956

**LEKKERGOEDNYWERHEID, JOHANNESBURG.—
HOOFOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, met ingang van 10 April 1975 en vir die tydperk wat op 9 April 1978 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 en 24, met ingang van 10 April 1975 en vir die tydperk wat op 9 April 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 en 24, met ingang van 10 April 1975 en vir die tydperk wat op 9 April 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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.

4650—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)
AGREEMENT

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Sweetmaking Industry—

(a) by all employers who are members of the employers' organisation and all employees who are members of the trade union;

(b) in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort, excluding those portions which were, in terms of Government Notice 1618 of 2 October 1970, transferred from the Magisterial Districts of Roodepoort, Kempton Park and Germiston, and excluding those portions which were in terms of Government Notice 871 of 26 May 1972, transferred from the Magisterial District of Kempton Park) and in those portions of the Magisterial Districts of Kempton Park and Randburg which, prior to the publication of Government Notice 553 of 29 March 1956, and prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), respectively, fell within the Magisterial District of Johannesburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in the Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 9 April 1978.

3. DEFINITIONS

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

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

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

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

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

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

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID (JOHANNESBURG)
OOREENKOMS

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Lekkergoednywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermentskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrosdistrik Roodepoort geval het, uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 1618 van 2 Oktober 1970 vanaf die landdrosdistrikte Roodepoort, Kempton Park en Germiston oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing 871 van 26 Mei 1972 vanaf die landdrosdistrik Kempton Park oorgeplaas is) en in daardie gedeeltes van die landdrosdistrikte Kempton Park en Randburg wat, onderskeidelik, voor die publikasie van Goewermentskennisgewing 553 van 29 Maart 1956 en voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974), binne die landdrosdistrik Johannesburg geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werkgewers vir wie minimum lone in die Ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n dag wat die Minister kragtens artikel 48 van die Wet mag vasstel en bly van krag vir die tydperk eindigende 9 April 1978.

3. WOORDOMSKRYWINGS

(1) Alle uitdrukkings wat nie in hierdie Ooreenkoms omskryf word nie, het dieselfde betekenis wat in die Wet op Nywerheidsversoenig, 1956, daaraan geheg word, alle vermeldings van 'n wet omvat alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"afwesigheid" in die omskrywings van "assistent-versendingsklerk", "assistentvoorman" en "assistent-magasyman" dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens geag word;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken "geskoolde ambagsman" 'n persoon wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

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

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

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

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

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

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

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

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

"dispatch clerk" means an employee who is responsible for the dispatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring packing, marking, addressing or dispatching of such goods or packages;

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

"emergency work" means—

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

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

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

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

"experience" means—

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

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

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

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

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

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

(4) interpreting or translating Bantu languages;

(5) issuing passes, certificates of service or time cards;

(6) issuing tools or engineering stock or equipment against requisition, or receiving such tools, stock or equipment when returned;

(7) making out sample slips;

(8) recording particulars of the contents or the distinctive numbers of carbons, containers or packages;

(9) recording the engagement, discharge or resignation of employees;

(10) scheduling production figures;

(11) stamping or writing tickets;

(12) writing up stock cards;

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

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

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

"feeding machine" means the placing into a machine or onto a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the

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

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

"kleedkamerversorger" 'n werknemer wat verantwoordelik is vir 'n kamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre of vir sluitkassies waarin 'n werknemer sy besittings kan bêre;

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

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing sluit die uitdrukking "'n motorvoertuig dryf" alle tydperke in waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk"—

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

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

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

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

"ondervinding"—

(a) met betrekking tot 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel, die totale tydperk of tydperke wat 'n werknemer in 'n bedryf of in diens van die Staat onderskeidelik as 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel werksaam was;

(b) met betrekking tot 'n werknemer graad I, 'n werknemer graad II of 'n lekkergoedmaker, die totale tydperk of tydperke wat 'n werknemer in die Lekkergoednywerheid onderskeidelik as 'n werknemer graad I, 'n werknemer graad II of 'n lekkergoedmaker werksaam was: Met dien verstande dat 'n tydperk of tydperke wat 'n werknemer graad I as 'n werknemer graad II werksaam was, tot 'n maksimum van 12 maande geag word ondervinding as 'n werknemer graad I te wees: Voorts met dien verstande dat die helfte van die tydperk of tydperke wat 'n lekkergoedmaker as 'n werknemer graad I of 'n werknemer graad II werksaam was, tot 'n maksimum van 12 maande geag word ondervinding as 'n lekkergoedmaker te wees;

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

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

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

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

(4) Bantoetale tolk of vertaal;

(5) passe, dienssertifikate of tydkaarte uitreik;

(6) gereedskap, ingenieursvoorrade of uitrusting op aanvraag uitreik, of sodanige gereedskap, voorrade of uitrusting ontvang wanneer dit terugbesorg word;

(7) monsterstrookies uitmaak;

(8) besonderhede oor die inhoud of die kennummers van deurslagafskrifte, houters of pakkette aanteken;

(9) indiensneming, ontslag of bedanking van werknemers aanteken;

(10) produksiestate opstel;

(11) kaartjies stempel of uitskryf;

(12) voorraadkaarte byhou;

(13) vragbriewe of afleweringbriewe of verpakkingstrookies uitskryf;

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

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

"'n masjien voer" materiaal plaas in 'n masjien of op 'n vervoerband wat tot op of tot in 'n masjien lei, waar sodanige plasing oordeel, noukeurigheid of bedrewenheid vereis met behoorlike inagneming van die doeltreffende inname of prosessebewing van die materiaal deur sodanige masjien, en vir die

expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

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

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

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

- (1) Hand dipping or hand coating in or with chocolate or fourree;
- (2) operating any power or steam driven machine;

"Grade I employee, qualified," means a Grade I employee who has had not less than 12 months' experience;

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

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

- (1) Assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks or other containers for dispatch;
- (2) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;
- (3) boiling sugar;
- (4) building up, shaping, striping or decorating boiled goods, paste goods or toffees;
- (5) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of "labourer";
- (6) crystallising;
- (7) cutting to size or crushing fruit or other raw materials;
- (8) depositing sweets into starch;
- (9) feeding or pouring ingredients, including syrup, into revolving pans;
- (10) feeding a machine;
- (11) filling and mass-measuring containers, other than to set massmeter;
- (12) finger marking or fork marking or otherwise decorating sweets;
- (13) folding or enveloping mail;
- (14) hand dipping or hand coating, other than that mentioned in the definition of "Grade I employee";
- (15) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;
- (16) making cardboard boxes other than by folding of collapsible boxes from the flat;
- (17) making syrup under supervision;
- (18) moulding, shaping, demoulding, or pouring sweets or sweetmasses and removing sweets from trays in which they are moulded;
- (19) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
- (20) preparing and/or mixing;
- (21) putting on to or taking off from a master mogul machine;
- (22) packing 2½ cent lines at the end of an automatic machine;
- (23) pouring ready-mixed flavours;
- (24) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;
- (25) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;
- (26) sealing and/or stapling bags of cellulose film;
- (27) shelling, stoning, peeling or drying nuts or fruits;
- (28) slab work not elsewhere specifically mentioned in this clause;
- (29) sorting sweets other than the activities mentioned in item (15) of the definition of "labourer";
- (30) putting on to and taking off sweets or materials from a conveyor belt for processing;
- (31) using a hand or foot-operated paper or board guillotine;
- (32) using a hand or foot-operated scoring machine;
- (33) mass-measuring other than to set massmeter or measuring other than to or with fixed measure;
- (34) winnowing or removing the germ from cocoa beans;

toepassing van hierdie omskrywing word "plasing" geag die vorming, groottebepaling of fatsoenering van sodanige materiaal op die masjien te omvat wat nodige mag wees vir die doeltreffende inname of prosesbewerking van sodanige materiaal deur die masjien;

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

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

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

- (1) Met die hand inder in, of bestryk met sjokolade of fourree;
- (2) 'n krag- of stoomaangedrewe masjien bedien;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens 12 maande ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as 12 maande ondervinding;

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

- (1) Bestellings opmaak of kiste, sakkies, sakke of ander houters vir versending merk, brandmerk, sjabloneer of etiketteer;
- (2) posseëls plak op briewe, pakkette of ander artikels wat geos moet word, of 'n frankemasjien bedien wat met die hand bedien word;
- (3) suiker kook;
- (4) kooklekkers, pastalekkers of toffies opbou, fatsoeneer, streep of versier;
- (5) kakaobone, neute of ander grondstowwe skoonmaak of sorteer, uitgesonderd vreemde stowwe soos in die omskrywing van "arbeider" gemeld, verwyder;
- (6) kristalliseer;
- (7) vrugte of ander grondstowwe volgens sekere groottes sny of fynmaak;
- (8) lekkers in stysel plaas;
- (9) bestanddele, met inbegrip van stroop, in draaipanne invoer of giet;
- (10) 'n masjien voer;
- (11) houters volmaak en massameet, maar nie op 'n gestelde massameter nie;
- (12) lekkergoed met die vingers of 'n vurk merk of op 'n ander manier versier;
- (13) posstukke vou of in koeverte plaas;
- (14) met die hand inder inder of bestryk, uitgesonderd dié werk wat in die omskrywing van "werknemer graad I", genoem word;
- (15) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate, uitgesonderd sjokolade of fourree, insit of invoeg;
- (16) kartondose maak maar nie deur voubare dose van plat materiaal te vou nie;
- (17) stroop onder toesig maak;
- (18) lekkergoed of lekkergoedmassa vorm, fatsoeneer, ontvorm of giet en lekkergoed verwyder uit die panne waarin dit gevorm word;
- (19) goedere vir voorraad verpak, maar nie verpakte goedere van dieselfde grootte en getal in houters plaas wat spesiaal gemaak is om dit te bevat nie;
- (20) berei en/of meng;
- (21) op 'n master mogul-masjien plaas of daarvan verwyder;
- (22) 2½-sentlekkers aan die end van 'n outomatiese masjien verpak;
- (23) gemengde geursels ingiet;
- (24) deeg, pasta of ander preparate van suiker of sjokolade trek, laat spoel, rol, sny of afdruk;
- (25) kakaobone, neute, vrugte of ander grondstowwe brand of kook sonder om verantwoordelik te wees vir die graad van die brand- of kookwerk;
- (26) sakkies van sellulosefilm verseël en/of kram;
- (27) neute of vrugte afdop, ontpit, afskil of droog;
- (28) plaatblokkewerk nie elders spesifiek in hierdie klousule gemeld nie;
- (29) lekkergoed sorteer, uitgesonderd dié werksaamhede gemeld in item (15) van die omskrywing van "arbeider";
- (30) lekkergoed of materiaal op 'n vervoerband vir verwerking plaas of daarvan verwyder;
- (31) 'n papier- of bordvalmes bedien wat met die hand of voet werk;
- (32) 'n inkepmasjien bedien wat met die hand of voet werk;
- (33) massameet, uitgesonderd op 'n gestelde massameter, of meet, uitgesonderd volgens 'n vasgestelde maat;
- (34) dié kiem uit kakaobone uitwan of verwyder;

- (35) wrapping boxes or parcels;
- (36) assisting an artisan or handyman by holding articles or tools or otherwise working with him other than by the independent use of the tools of any skilled trade;
- (37) cutting paper, cellulose film or similar material by hand to set measure;
- (38) cutting sweets by hand;
- (39) delivering letters, messages, or goods on foot or by means of a foot or hand-propelled vehicle;
- (40) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli or similar materials;
- (41) filling or emptying bulk containers or mixing finished sweets in bulk;
- (42) hardening by hand;
- (43) loosening, breaking or separating sweets (other than chocolates) by hand;
- (44) oiling or greasing machinery or vehicles;
- (45) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;
- (46) sanding by hand;
- (47) all other operations not elsewhere specified;
- (48) wrapping and/or packing sweets or "lucky packets" manually;

"Grade II employee, qualified," means a Grade II employee who has had not less than 12 months' experience: Provided that an employee of such class who immediately prior to the date of coming into operation of this Agreement, had more than six months' experience, shall be deemed to be a Grade II employee, qualified;

"Grade II employee, unqualified," means a Grade II employee who has had less than 12 months' experience: Provided that an employee of such class who immediately prior to the date of coming into operation of this Agreement, had more than six months' experience, shall be deemed to be a Grade II employee, qualified;

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

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

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

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

- (1) Assembling wooden boxes from pre-cut material by hand, or setting up by hand ready-made cardboard or fibre boxes or similar containers;
- (2) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;
- (3) cleaning or washing premises or containers, furniture, machinery, tools, utensils or other articles;
- (4) cooking rations or making or serving tea or similar beverages in an establishment;
- (5) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;
- (6) filling a machine or taking off from a machine;
- (7) gardening work;
- (8) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;
- (9) loading or unloading by hand;
- (10) making or maintaining fires or removing refuse or ashes;
- (11) marking, branding, stencilling or labelling boxes, bags, sacks or other containers other than for despatch;
- (12) opening or closing bags, bales, bottles, boxes, drums, tins or other containers by hand;
- (13) operating a non-power-driven hoist or goods lift;
- (14) placing packed articles of uniform size and number into containers specially made to contain them;
- (15) removing broken sweets, sweet fragments or cut-offs;
- (16) removing foreign matter from nuts or cocoa beans by hand, other than by washing;
- (17) stirring ingredients in steel or other pans, excluding the reading of thermometers or the regulating of steam pressure;
- (18) turning the handle of a hand-operated machine or pressing the pedal of a foot-operated machine;
- (19) using rubber or other stamps, when no selection or discretion is involved;
- (20) mass-measuring to a set massmeter, or repetition measuring to or with a fixed measure;

- (35) dose of pakkette toedraai;
- (36) 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of op 'n ander manier met hom saamwerk sonder om die gereedskap van 'n geskoolde ambag selfstandig te gebruik;
- (37) papier, sellulosefilm of dergelike materiaal met die hand volgens vasgestelde mate sny;
- (38) lekkergoed met die hand sny;
- (39) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handstootvoertuig aflewer;
- (40) bakke wat stysel, kokosneut, vermicelli of dergelike stowwe bevat, met die hand vul, opvul of leegmaak;
- (41) massahouers vul of leegmaak of vervaardigde lekkergoed in massa meng;
- (42) met die hand hardmaak;
- (43) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, opbreek of van mekaar skei;
- (44) masjinerie of voertuie olie of smeer;
- (45) stysel deur middel van 'n lugblaser, handsif of kwas van lekkergoed verwyder of stysel met die hand sif;
- (46) strooisel met die hand toedien;
- (47) alle ander werksaamhede nie elders vermeld nie;
- (48) lekkergoed of "verrassingspakkies" met die hand toedraai en/of verpak;

"werknemer graad II, gekwalifiseer," 'n werknemer met minstens 12 maande ondervinding: Met dien verstande dat 'n werknemer van sodanige klas wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms meer as ses maande ondervinding gehad het, geag moet word 'n werknemer graad II, gekwalifiseer, te wees;

"werknemer graad II, ongekwalifiseer," 'n werknemer met minder as 12 maande ondervinding: Met dien verstande dat 'n werknemer van sodanige klas wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms meer as ses maande ondervinding gehad het, geag moet word 'n werknemer graad II, gekwalifiseer, te wees;

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

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

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

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

- (1) Houtdose uit gesaagde stukke met die hand aannekaarsit of klaargemaakte karton- of veselborddose of dergelike houers opstel;
- (2) goedere of artikels met die hand of 'n nie-kragaangedrewe voertuig dra, oplig, verskuif, uitpak of opstapel;
- (3) houers, meubels, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;
- (4) rantsoene gaarmaak of tee of dergelike drankie in 'n bedryfsinrigting berei of opdis;
- (5) panne, sjokoladeketels, tempermasjiene, raffineerders, roostermasjiene, uitwanmasjiene, vormmasjiene of meulens leegmaak;
- (6) 'n masjien vul of materiaal daaruit verwyder;
- (7) tuinwerk verrig;
- (8) kampongs, latrines, stalle, buitegeboue of dergelike geboue of bouwerke afwit of ontsmet;
- (9) met die hand laai of aflaai;
- (10) vure maak of in stand hou of afval of as verwyder;
- (11) dose, sakkies, sakke of ander houers, uitgesonderd dié bedoel vir versending, merk, brandmerk, sjabloneer of etiketteer;
- (12) sakkies, bale, bottels, dose, tromme, blikke of ander houers met die hand oop- of toemaak;
- (13) 'n hystoestel of nie-kragaangedrewe goederehysbak bedien;
- (14) verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;
- (15) gebreekte lekkers, lekkergoedstukkies of afsnysels verwyder;
- (16) vreemde voorwerpe met die hand uit neute of kakaobone verwyder, uitgesonderd deur dit te was;
- (17) bestanddele in staal- of ander panne roer, maar nie termometers aflees of stoomdruk reguleer nie;
- (18) die handvatsel van 'n handmasjien draai of die pedaal van 'n voetmasjien trap;
- (19) rubber- of ander stempels gebruik wanneer geen keuse of onderskeidingsvermoë daarby betrokke is nie;
- (20) op 'n gestelde massameter massameet of herhaaldelik meet volgens of met 'n vasgestelde maat;

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

"mobile hoist operator, qualified," means a mobile hoist operator who has had not less than 12 months' experience: Provided that an employee of such class who immediately prior to the date of coming into operation of this Agreement had more than three months' experience shall be deemed to be a mobile hoist operator, qualified;

"mobile hoist operator, unqualified," means a mobile hoist operator who has had less than 12 months' experience: Provided that an employee of such class who immediately prior to the date of coming into operation of this Agreement had more than three months' experience shall be deemed to be a mobile hoist operator, qualified;

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

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

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

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

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

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

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

- (a) the making of a sweet mass in any cooking vessel;
- (b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;
- (c) the roasting, winnowing or boiling of cocoa beans or nuts, or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or to be formed, poured, wrapped or otherwise fabricated;
- (d) panning;
- (e) the making of condensed milk; or
- (f) the making of jam;

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

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

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

"sweets" means sweets or chocolates;

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

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

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that

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

"bediener van 'n mobiele hystoestel, gekwalifiseer," 'n bediener van 'n mobiele hystoestel met minstens 12 maande ondervinding: Met dien verstande dat 'n werknemer van sodanige klas wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms meer as drie maande ondervinding gehad het, geag moet word 'n bediener van 'n mobiele hystoestel, gekwalifiseer, te wees;

"bediener van 'n mobiele hystoestel, ongekwalifiseer," 'n bediener van 'n mobiele hystoestel met minder as 12 maande ondervinding: Met dien verstande dat 'n werknemer van sodanige klas wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms meer as drie maande ondervinding gehad het, geag moet word 'n bediener van 'n mobiele hystoestel, gekwalifiseer, te wees;

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

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

"'n masjien bedien" 'n masjien aan- of afskakel, die nodige klein lopende verstellings aan die masjien doen en die werk wat die masjien doen, nagaan of ondersoek;

"gestelde massameter" 'n massameter wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike massameet van goedere volgens slegs een massa, maar dit omvat nie 'n trekskaal nie;

"korttyd" 'n tydelike vermindering van die getal gewone werkuure weens 'n bedryfslapte, tekort aan grondstowwe of spoorwegtrekke, wisselvalligheid van die weer, 'n algemene onklaaraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"magasynman" 'n werknemer wat algemene beheer oor inkomende voorrade of inkomende goedere of vervaardigde of half-vervaardigde produkte het en verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n magazyn of pakhuis of die aflewering van goedere uit 'n magazyn of pakhuis aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending;

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

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

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

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

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

"lekkergoed" lekkergoed of sjokolade;

"Lekkergoednywerheid" sonder om enigerwyse die gewone betekenis van die woord te beperk, die Nywerheid waarin werkgewers en werknemers geassosieer is om lekkergoed te vervaardig in bedryfsinrigtings wat vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as fabriek geag word, en ook—

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

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

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegeven op 'n lisensie of sertifikaat wat vir sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te

in the case of a two- or three-wheeled motor cycle, motor scooter, autocycle or cycle fitted with an auxiliary engine the unladen mass shall be deemed to be under 450 kilograms;

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

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

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

(iii) it shall not include the long service allowance payable in terms of clause 4 (1) (b) save for the purposes of clauses 7, 8, 9 and 13 of this Agreement;

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

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

- (a) The South African Red Cross Society;
- (b) the St John Ambulance Association; or
- (c) the Suid-Afrikaanse Noodhulppliga;

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

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

4. REMUNERATION

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

(i) by 5 per cent to the nearest 5c with effect from the day after the date on which the Agreement has been in operation for a period of one year; and

(ii) by a further 5 per cent to the nearest 5c with effect from the day after the date on which the Agreement has been in operation for a period of two years:

Provided further that the increase referred to in subparagraph (ii) shall be calculated on the minimum wage set out below:

	Per week
	R
Artist.....	47,00
Assistant dispatch clerk.....	23,00
Assistant foreman, male or female.....	40,00
Assistant storeman.....	22,50
Boiler attendant.....	17,25
Chauffeur.....	20,00
Cloakroom attendant.....	17,25
Dispatch clerk.....	35,00
Driver of motor vehicle, the mass of which, together with unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 450 kilograms.....	22,50
(ii) exceeds 450 kilograms but not 2 750 kilograms.....	25,00
(iii) exceeds 2 750 kilograms but not 4 550 kilograms.....	29,00
(iv) exceeds 4 550 kilograms.....	34,00
Factory clerk, qualified.....	23,50
Factory clerk, unqualified—	
during the first 12 months of experience.....	20,50
Foreman, male or female.....	50,00
Grade I employee, qualified.....	23,25
Grade I employee, unqualified—	
during the first 12 months of experience.....	19,25
Grade II employees, qualified.....	20,50
Grade II employees, unqualified—	
during the first 12 months of experience.....	18,50
Group leader.....	26,00
Handyman.....	25,00
Labourer, male or female.....	17,25
Mobile hoist operator, qualified.....	19,00
Mobile hoist operator, unqualified—	
during the first 12 months of experience.....	17,50
Storeman.....	35,00
Sweetmaker, qualified.....	45,00

reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie, outofiets of fiets wat met 'n hulp-motor uitgerus is, die onbelaste massa geag word minder as 450 kilogram te wees;

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

(i) indien 'n werkgever 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

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

(iii) dit behoudens die toepassing van klousules 7, 8, 9 en 13 van hierdie Ooreenkoms, nie die langdienstoelae wat ingevolge klousule 4 (1) (b) betaalbaar is, insluit nie;

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

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

- (a) Die Suid-Afrikaanse Rooikruisvereniging;
- (b) die St John Ambulance Association; of
- (c) Die Suid-Afrikaanse Noodhulppliga;

en wat vir 'n eerstehulpkamer verantwoordelik is.

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

4. BESOLDIGING

(1) (a) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg: Met dien verstande dat sodanige minimum loon verhoog sal word—

(i) met 5 persent tot die naaste 5c, met ingang van die dag na die datum waarop die Ooreenkoms vir 'n tydperk van een jaar bindend was; en

(ii) met 'n verdere 5 persent tot die naaste 5c, met ingang van die dag na die datum waarop die Ooreenkoms vir 'n tydperk van twee jaar bindend was:

Voorts met dien verstande dat die verlenging waarna in subparagraaf (ii) verwys word, bereken sal word op die minimum loon hieronder uiteengesit:

	Per week
	R
Ambagsman.....	47,00
Assistent-versendingsklerk.....	23,00
Assistent-voorman, man of vrou.....	40,00
Assistent-magasyman.....	22,50
Ketelbediener.....	17,25
Chauffeur.....	20,00
Kleedkamerversorger.....	17,25
Versendingsklerk.....	35,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 450 kilogram is.....	22,50
(ii) meer as 450 kilogram maar hoogstens 2 750 kilogram is.....	25,00
(iii) meer as 2 750 kilogram maar hoogstens 4 550 kilogram is.....	29,00
(iv) meer as 4 550 kilogram is.....	34,00
Fabrieksklerk, gekwalifiseer.....	23,50
Fabrieksklerk, ongekwalifiseer—	
gedurende die eerste 12 maande ondervinding.....	20,50
Voorman, man of vrou.....	50,00
Werknemer graad I, gekwalifiseer.....	23,25
Werknemer graad I, ongekwalifiseer—	
gedurende die eerste 12 maande ondervinding.....	19,25
Werknemer graad II, gekwalifiseer.....	20,50
Werknemer graad II, ongekwalifiseer—	
gedurende die eerste 12 maande ondervinding.....	18,50
Groepleier.....	26,00
Faktotum.....	25,00
Arbeider, man of vrou.....	17,25
Bediener van 'n mobiele hystoestel, gekwalifiseer.....	19,00
Bediener van 'n mobiele hystoestel, ongekwalifiseer—	
gedurende die eerste 12 maande ondervinding.....	17,50
Magasyman.....	35,00
Lekkergoedmaker, gekwalifiseer.....	45,00

	Per week R
Sweetmaker, unqualified—	
during the first six months of experience.....	15,00
during the second six months of experience.....	18,00
during the third six months of experience.....	21,00
during the fourth six months of experience.....	24,00
during the fifth six months of experience.....	27,00
during the sixth six months of experience.....	30,00
during the seventh six months of experience.....	33,00
during the eighth six months of experience.....	36,00
during the ninth six months of experience.....	39,00
during the 10th six months of experience.....	42,00
Watchman.....	20,00
Welfare officer.....	28,00

(b) *Long service allowance.*—In addition to the wage payable in terms of subclause (1) (a) of this clause, an employer shall pay to the undermentioned classes of his employees, who have had continuous employment with him as set out hereunder, a long service allowance calculated as follows:

(i) After the employee has completed 24 months continuous employment, 10c per week, plus

(ii) an additional 10c per week in respect of each succeeding 12 months continuous employment.

Classes of employees

Boiler attendant; chauffeur; cloakroom attendant; drivers of motor vehicles; factory clerk, qualified; Grade I employee, qualified; Grade II employee, qualified; group leader; handyman; labourer, male or female; mobile hoist operator, qualified; watchman; welfare officer.

For the purposes of this subclause, continuous employment shall be reckoned from the last date the employee was engaged by the said employer.

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

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

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

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

(a) a wage higher than that of his own class; or

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

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

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

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

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

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

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

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

	Per week R
Lekkergoedmaker, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	15,00
gedurende die tweede ses maande ondervinding.....	18,00
gedurende die derde ses maande ondervinding.....	21,00
gedurende die vierde ses maande ondervinding.....	24,00
gedurende die vyfde ses maande ondervinding.....	27,00
gedurende die sesde ses maande ondervinding.....	30,00
gedurende die sewende ses maande ondervinding.....	33,00
gedurende die agste ses maande ondervinding.....	36,00
gedurende die negende ses maande ondervinding.....	39,00
gedurende die 10de ses maande ondervinding.....	42,00
Wag.....	20,00
Welsynsbeampte.....	28,00

(b) *Langdienstoelae.*—Benewens die loon betaalbaar ooreenkomstig subklousule (1) (a) van hierdie klousule, moet 'n werkgewer aan ondergenoemde klasse van sy werknemers wat ononderbroke in sy diens was soos hieronder uiteengesit, 'n langdienstoelae betaal wat soos volg bereken moet word:

(i) Nadat die werknemer ononderbroke diens van 24 maande voltooi het, 10c per week, plus

(ii) 'n bykomende 10c per week ten opsigte van elke daaropvolgende 12 maande ononderbroke diens.

Klasse werknemers

Ketelbediener; chauffeur; kledkamerversorger; drywers van motorvoertuie; fabrieksklerk, gekwalifiseer; werknemer graad I, gekwalifiseer; werknemer graad II, gekwalifiseer; groepleier; faktotum; arbeider, man of vrou; bediener van 'n mobiele hystoestel, gekwalifiseer; wag; welsynsbeampte.

Vir die toepassing van hierdie subklousule, moet ononderbroke diens gereken word vanaf die laaste datum waarop die werknemer deur genoemde werkgewer in diens geneem is.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

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

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

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

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

	Per week	Per month
	c	R
Board.....	40	1,73
Lodging.....	20	0,87
Board and lodging.....	60	2,60;

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

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

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

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

5. BETALING VAN BESOLDIGING

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

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

(3) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word: Met dien verstande dat hierdie bepaling nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of van 'n persoon of op 'n plek deur hom aangewys, kos of inwoning of kos en inwoning aan te neem nie.

(6) *Boetes en afrekkings.*—Die werkgever mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

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

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

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

(d) 'n bedrag wat die werkgever regtens of op bevel van 'n bevoegde hof moet op mag aftrek;

(e) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos of inwoning of kos en inwoning van sy werkgever aan te neem, 'n bedrag wat hoogstens gelyk is aan die volgende bedrae:

	Per week	Per maand
	c	R
Kos.....	40	1,73
Inwoning.....	20	0,87
Kos en inwoning.....	60	2,60;

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

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

(ii) in die geval van korttyd weens 'n algemene onklaar-making van installasies of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, afgetrek mag word nie ten opsigte van die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

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

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

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

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

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

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

(b) subject to subparagraph (a) hereof, nine hours on any day.

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

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

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

(ii) if such interval be longer than one hour any period in excess of 1½ hours shall be deemed to be time worked;

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

Provided further that an employer and not less than 75 per cent of his employees may agree to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Industrial Council for the Sweetmaking Industry (Johannesburg), in writing, the interval may be so reduced and in such instance—

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

(ii) if such interval be longer than half an hour any period in excess of three-quarters of an hour shall be deemed to be time worked.

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

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

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

(7) *Limitation of overtime:*

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

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

(ii) 10 hours in any week.

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

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

(ii) overtime on more than three consecutive days;

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

(iv) overtime for more than two hours on any day, except Saturday when up to five hours' overtime may be worked before 1 p.m.;

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

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

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

(i) 'n bedrag gelyk aan sy dagloon ten opsigte van alle openbare vakansiedae waarop 'n werknemer toegelaat word om nie te werk nie, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens—

(a) vyf-en-veertig in 'n week van Maandag tot en met Vrydag; en

(b) behoudens subparagraaf (a) hiervan, nege op 'n dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens nege op 'n dag.

(3) *Etenspouse.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag 'n werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

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

(ii) as sodanige pouse langer as een uur duur, enige tydperk van langer as 1½ uur geag word tyd te wees wat gewerk is;

(iii) 'n motorvoertuigdrywer wat gedurende sodanige pouse niks anders doen as om vir die voertuig en sy vrag, as daar 'n vrag is, verantwoordelik te wees of te bly nie, by die toepassing van hierdie subklousule geag word gedurende sodanige pouse nie te gewerk het nie:

Voorts met dien verstande dat 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van sodanige etenspouse te verkort tot minstens 'n halfuur, en in so geval kan die etenspouse aldus verkort word nadat die werkgewer die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg) skriftelik daarvan in kennis gestel het en in sodanige gevalle—

(i) moet werktye onderbreek deur 'n pouse van minder as 'n halfuur, geag word aaneenlopend te wees; en

(ii) indien so 'n pouse langer as 'n halfuur duur, moet elke tydperk van meer as 'n drie-kwartier geag word gewone werkure te wees.

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

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

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

(7) *Beperking van oortydwerk:*

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

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

(ii) 10 uur in 'n week.

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

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

(ii) oortydwerk op meer as drie agtereenvolgende dae te verrig nie;

(iii) oortydwerk op meer as 60 dae in 'n jaar te verrig nie;

(iv) oortydwerk vir meer as twee uur op 'n dag te verrig nie, behalwe op 'n Saterdag wanneer vyf uur oortyd voor 1 nm. gewerk mag word;

(v) oortydwerk vir meer as 10 uur in enige week te verrig nie.

(8) *Etes moet verskaf word.*—'n Werkgewer moet aan 'n manlike werknemer van wie vereis word om ná 6.30 nm. oortyd te werk en aan 'n vroulike werknemer van wie vereis word om langer as een uur ná haar gewone werkure oortyd te werk, 'n toereikende ete verskaf of in plaas daarvan aan so 'n werknemer

less than 40c in sufficient time to enable such employee to obtain and have a meal before the overtime is due to commence.

(9) *Payment of overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than $1\frac{1}{2}$ times the wage due to such employee.

(10) *Savings.*—(a) The provisions of this clause shall not apply to employees receiving more than R2 400 per annum in total wages and the provisions of subclauses (3), (4), (5) and (7) shall not apply to a male employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work or repairs to buildings which cannot be carried out while machinery is working.

(b) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

7. ANNUAL LEAVE

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

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

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

and shall pay to such employee—

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

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

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

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

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

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

(iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the day of the Covenant, Christmas Day, or Boxing Day, fall within the period of such leave, another work-day shall, for each day, whether or not such days fall on a Saturday or Sunday, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added;

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

(3) At the request of a labourer an employer may, in lieu of granting leave prescribed for such labourer in subclause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were

betyds 'n bedrag van minstens 40c betaal om sodanige werknemer in staat te stel om 'n ete te verkry en te nuttig voor dat die oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer vir alle oortydwerk wat hy verrig, minstens $1\frac{1}{2}$ maal die loon betaal wat sodanige werknemer verdien.

(10) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op werknemers wat altesaam meer as R2 400 per jaar verdien nie en subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat werk verrig wat deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval veroorsaak word nie of wat werk verrig in verband met die nagaan of herstel van installasie of masjinerie wat nie gedurende die gewone werkkure gedoen kan word nie of wat herstelwerk aan geboue verrig, wat nie uitgevoer kan word terwyl die masjinerie aan die gang is nie.

(b) Hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag die loon mag betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

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

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

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

en moet hy sodanige werknemer soos volg betaal:

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

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

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

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

(i) indien sodanige verlof nie vroeër toegestaan is nie, dit sò toegestaan moet word dat dit, behoudens subklousule (3), begin binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het, of dat, indien die werknemer skriftelik daarmee ingestem het vóór verstryking van genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie mag saamval met siekteverlof wat kragtens klousule 8 verleen is nie en ook nie met enige tydperk van militêre opleiding of met enige tydperk van diensopsegging nie;

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

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

(3) Op versoek van 'n arbeider kan 'n werkgewer, in plaas van die verlof wat vir die arbeider in subklousule (1) voorgeskryf word, hom minstens die bedrag betaal wat die werkgewer hom vir sodanige verlof sou moes betaal het as die verlof toe-

granted: Provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer.

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

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

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

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

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

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

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

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

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

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

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

8. SICK LEAVE

(1) An employer shall grant to his employee who is absent from work through incapacity, 10 work-days' sick leave in the aggregate during any one year of employment and shall pay to him in respect of each such day one-fifth of the weekly wage which he was receiving immediately prior to the commencement of such leave. The employer may require within one week of absence the production of a certificate signed by a registered medical practitioner in respect of each period of absence from work covering more than two consecutive days for which payment is claimed: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence. Where an

gestaan was: Met dien verstande dat sodanige betaling in plaas van verlof hoogstens een keer in twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgewer toegelaat word.

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

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

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

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

- (a) met verlof kragtens subklousule (1) is;
- (b) met siekteverlof kragtens klousule 8;
- (c) op las of op versoek van sy werkgewer;
- (d) om militêre opleiding te ondergaan ingevolge die Verdedigingswet van 1957;

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

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

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

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

(8) (a) 'n Werkgewer het die reg om sy fabriek te eniger tyd vir jaarlikse verlof te sluit vir die tydperk in subklousule (1) (b) hiervan voorgeskryf, verleng met sodanige addisionele dae wat kragtens subklousule (2) (iii) hiervan bygevoeg mag word: Met dien verstande egter dat 'n werkgewer sodanige sluiting met 'n addisionele twee werkdade mag verleng sonder om daarvoor te betaal.

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

8. SIEKTEVERLOF

(1) 'n Werkgewer moet aan sy werknemer wat weens ongeskiktheid van sy werk afwesig is, altesaam 10 werkdade siekteverlof gedurende enige jaar diens toestaan en hom vir elke sodanige dag een vyfde van die weekloon betaal wat hy ontvang het onmiddellik voor die aanvang van sodanige verlof. Die werkgewer kan binne een week na sodanige afwesigheid vereis dat die werknemer ten opsigte van elke tydperk van afwesigheid uit sy werk wat strek oor meer as twee agtereenvolgende dae, en ten opsigte waarvan betaling geëis word, 'n sertifikaat voorlê wat deur 'n geregistreerde geneeskundige praktisyn onderteken is: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid van sy werk so 'n sertifikaat voorlê. Wanneer 'n

employee has already received payment in terms of this clause from any previous employer or employers during any year of employment an employer shall be entitled to deduct the number of days' sick leave thus paid from the number of days' sick leave the employee is entitled to in terms of this clause in respect of the year of employment to which such leave relates, and for the purposes hereof the employee's previous sick leave shall be determined from the information furnished in Annexure B of this Agreement.

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

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

(4) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pay such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause.

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

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

(7) For the purpose of this clause, the expression "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

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

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

10. INCENTIVE RATES WORK

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

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

werknemer reeds gedurende 'n diensjaar van 'n vorige werkgever of werkgevers besoldiging kragtens hierdie subklousule ontvang het, is 'n werkgever geregtig om die getal dae siekteverlof waarvoor aldus betaal is, af te trek van die getal dae siekteverlof waarop die werknemer kragtens hierdie klousule vir die betrokke diensjaar geregtig is, en vir die toepassing hiervan moet die werknemer se vorige siekteverlof vasgestel word vir die inligting wat in Aanhangsel B van hierdie Ooreenkoms verstrek word.

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

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

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

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

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

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid geag word gedurende 'n tydperk waarvoor geen ongeskiktheids betaling ingevolge daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof, en moet verlof toegestaan word, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag, afgesien daarvan of sodanige dae op 'n Saterdag of Sondag val, en moet vir elke sodanige dag minstens sy weekloon, gedeel deur vyf, betaal word: Met dien verstande dat daar van 'n werknemer vereis mag word om op enigeen van dié dae te werk.

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

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

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

(a) teen minstens dubbel sy volle loon vir 'n gewone werkdag of teen minstens dubbel sy gewone loon vir die totale tydperk aldus op sodanige Sondag gewerk, naamlik die grootste bedrag; of

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

10. AANSPORINGSLOONWERK

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

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

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

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

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

11. PROPORTION OF RATIO

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

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

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

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

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

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

(6) For the purposes of this clause—

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

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

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

12. LOG BOOK

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

DAILY LOG

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

Signature of driver

Date.....19.....

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

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

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

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

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

11. GETALSVIRHOUDING

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

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

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

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

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

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

(6) Vir die toepassing van hierdie klousule—

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

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

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

12. LOGBOEK

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

DAAGLIKSE LOG

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

Handtekening van drywer

Datum.....19.....

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) in the case of an employee paid weekly, one week's notice; and
- (b) in the case of an employee paid monthly, one month's notice;

of his intention to terminate the contract, or any employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

Provided that this shall not affect—

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

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

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

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

Provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or with any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

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

(5) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

14. PROHIBITION OF EMPLOYMENT

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

15. CERTIFICATE OF SERVICE

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

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

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

13. BEËINDIGING VAN DIENSKONTRAK

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

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

vooraf kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur die werknemer of die werkgewer, na gelang van die geval, in plaas van sodanige kennis te gee, minstens die volgende te betaal:

- (i) In die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van die beëindiging ontvang;
 - (ii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer ten tyde van die beëindiging ontvang;
- Met dien verstande dat hierdie bepalings nie die volgende raak nie:

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

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

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

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

Met dien verstande—

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

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

(5) Wanneer 'n werknemer sy dienskontrak beëindig sonder om die vereiste kennis te gee en die vereiste opseggingstyd uit te dien of sonder om sy werkgewer in plaas van kennisgewing te betaal, kan sy werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, uit geld wat hy aan sodanige werknemer ingevolge enige van die bepalings van hierdie Ooreenkoms skuld, vir homself 'n bedrag toeëien van hoogstens die bedrag wat sodanige werknemer aan hom sou moes betaal het in plaas van kennisgewing.

14. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand wat onder die leeftyd van 15 jaar is, in diens neem nie.

15. DIENSSERTIFIKAAT

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

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

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

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

17. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person.

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

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

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

(4) The Secretary to the Council shall—

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

18. EXPENSES OF THE COUNCIL

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

(1) Each employer shall deduct from the wages of each of his labourers 3c per week and from each of his other employees 4c per week.

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

(3) The total sum referred to in subclauses (1) and (2) shall be forwarded by each employer together with the form prescribed in Annexure A to this Agreement to the Secretary of the Council, P.O. Box 4172, Johannesburg, 2000, not later than the 15th day of the month following that to which the deductions refer.

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

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

19. REGISTRATION OF EMPLOYERS

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

(2) every employer entering the Industry after that date shall, within one month of operation by him, forward to the Secretary of the Council, P.O. Box 4172, Johannesburg, 2000, the following particulars:

- (a) Full name(s) of proprietor(s), partners or directors;
- (b) address of proprietor(s), partners or directors;
- (c) name of business;
- (d) address where business is situated;
- (e) nature of business;
- (f) number of employees.

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

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

21. TRADE UNION FACILITIES

(a) An employer shall grant the Sweet Workers' Union organisational facilities, by admitting Union officials to the premises of an employer not more than once a fortnight during

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik wat hy onderteken het en 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 waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word, agtereen-volgens nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die werkgewer stuur.

18. UITGAWES VAN DIE RAAD

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

(1) Elke werkgewer moet van die loon van elkeen van sy arbeiders 3c per week en van die loon van elkeen van sy ander werknemers 4c per week aftrek.

(2) By die bedrag afgetrek soos in subklousule (1) bepaal, moet die werkgewer 'n gelyke bedrag voeg.

(3) Elke werkgewer moet die totale bedrag in subklousules (1) en (2) gemeld, saam met die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, voor of op die 15de dag van die maand ná die maand waarop die bedrae wat afgetrek is, betrekking het, aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, 2000, stuur.

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

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

19. REGISTRASIE VAN WERKNEMERS

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

(2) elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand nadat hy met sy werksaamhede begin het, onderstaande besonderhede aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, 2000, stuur:

- (a) Die volle naam/name van die eienaar(s), vennote of direkteure;
- (b) die adres van die eienaar(s), vennote of direkteure;
- (c) die naam van die onderneming;
- (d) die adres waar die besigheid geleë is;
- (e) die aard van die besigheid;
- (f) die getal werknemers.

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

20. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

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

21. VAKVERENIGINGFASILITEITE

(a) 'n Werkgewer moet die Sweet Workers' Union organisasiefasiliteite verleen deur beampies van die vakvereniging hoogsens een maal elke 14 dae gedurende die middagetensuur in

the lunch hour in tea- or restrooms or elsewhere as arranged with the employer for the purpose of discussing Union matters.

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

22. STOP ORDERS

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

23. EXHIBITION OF AGREEMENT

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

24. AGENTS

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

Signed at Johannesburg this 22nd day of October 1974 on behalf of the parties.

R. A. H. BENNETT, Chairman.

T. DE KLERK, Vice-Chairman.

W. B. FLOWERS & COMPANY INC., Secretaries.

ANNEXURE A

MONTHLY LABOUR AND LEVIES RETURN

[To be submitted at the end of each month to the Industrial Council for the Sweetmaking Industry (Johannesburg), P.O. Box 4172, Johannesburg, 2000]

Name of firm..... Address..... Month of
Return for the month of..... 19.....

ENGAGEMENTS AND DISCHARGES

Certificate of service No.	Pass No.	Name of employee	Occupation	Wage	Date of engagement	Date of discharge

EMPLOYEES LIABLE FOR LEVIES

EMPLOYEES' SCALE OF CONTRIBUTIONS

Number as per last return	Labourers.....	3c per week
Add: Engagements.....	All other employees	4c per week
Total.....	EMPLOYER'S CONTRIBUTION	
Less: Discharges.....	A like amount	
Number at date of this return.....		

teekamers of ruskamers, of elders op die persele van die werkgewer volgens ooreenkoms met die werkgewer toe te laat vir die bespreking van vakverenigingsake.

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

22. AFTREKORDERS

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

23. VERTONING VAN OOREENKOMS

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

24. AGENTE

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

Namens die partye op hede die 22ste dag van Oktober 1974 in Johannesburg onderteken.

R. A. H. BENNETT, Voorsitter.

T. DE KLERK, Ondervoorsitter.

W. B. FLOWERS & COMPANY INC., Sekretaris.

AANHANGSEL A

MAANDELIKSE OPGAWES VAN ARBEIDSKRAGTE EN HEFFINGS

[Moet aan die einde van elke maand voorgelê word aan die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg), Posbus 4172, Johannesburg, 2000]

Naam van firma..... Adres..... Maand
Opgawe vir die maand..... 19.....

IN DIENS GENEEM EN ONTSLAAN

Dienssertifikaatnommer	Pasnommer	Naam van werknemer	Beroep	Loon	Datum in diens geneem	Datum ontslaan

WERKNEMERS WAT HEFFINGS MOET BETAAL

WERKNEMERS SE SKAAL VAN BYDRAES

Getal volgens jongste opgawe.....	Arbeiders.....	3c per week
Plus: Getal in diens geneem.....	Alle ander werknemers.....	4c per week
Totaal.....	WERKGEWER SE BYDRAE	
Min: Getal ontslaan....	Ekwivalente bedrag	
Getal op die datum van hierdie opgawe.....		

LEVIES PAYABLE

[illegible]

* *Vide* clause 18 of the Agreement.

NOTES

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

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)

(Registered under the Industrial Conciliation Act, 1956)

P.O. Box 4172
Johannesburg, 2000

CERTIFICATE OF SERVICE

Name of employer.....

Full name of employee.....

Occupation.....(Pass No.).....

If employee is unqualified, state total completed months of experience in present occupation in the Industry as a whole:..... months.

Date service commenced.....

Date service terminated.....

Rate of pay at time of leaving: Wage: R.....

Leave pay paid: R.....for.....days' leave due.

Date of last increase.....

Number of certificate produced by employee from last employer.....

Number of days paid sick leave during period 1 January 19....., to the date of this certificate.....

Employee's signature _____ Employer's signature _____
Date of issue _____ Number _____

ANNEXURE C

**INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)**

NOTICE OF TERMINATION OF EMPLOYMENT

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

.....
 Date..... Signature
 Signature of recipient.....
 If signature of recipient cannot be obtained, state reasons.....

HEFFINGS BETAALBAAR

Getal werknemers		Week eindi-gende	Aftrekkings*		Werk-nemers se bydraes	Werk-gewer se bydraes	Totaal
Teen 3c	Teen 4c		Teen 3c per week	Teen 4c per week			

Hierby tjek..... R.....

Hierby tiek..... R.....

* Kyk klousule 18 van die Ooreenkoms

OPMERKINGS

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

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID
(JOHANNESBURG)

(Geregistreer kragtens die Wet op Nywerheidsversoening, 1956)

Posbus 4172
Johannesburg, 2000

DIENSSERTIFIKAAT

Naam van werkgewer.....

Volle naam van werknemer.....

Beroep..... Pas No.....

Indien werknemer ongekwalifiseer is, meld totale getal voltooide
maande ondervinding in huidige beroep in die Nywerheid as geheel:
.....maande.

Datum in diens getree.....

Datum van diensbeëindiging.....

Loon by uitdiensstreding: Loon: R.....

Verlofgeld betaal: R..... vir..... dae verlof.

Laaste verhogingsdatum.....

Nommer van sertifikaat van laaste werkgewer.....

Getal dae siekteverlof met besoldiging van 1 Januarie 19....., tot op
die datum van hierdie sertifikaat.....

Handtekening van werknemer Handtekening van werkgever

Datum van uitreiking Nummer

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID
(JOHANNESBURG)

KENNISGEWING VAN DIENSBEËINDIGING

Aan.....

Hierby gee ek een week kennis [wat loop van.....

(dag van die week) die..... van..... 19.....]

van my/u diensbeëindiging.

Datum.....

Handtekening.....

Handtekening van ontvanger.....

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

No. R. 638

4 April 1975

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

SWEETMAKING INDUSTRY, JOHANNESBURG

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweetmaking Industry, published under Government Notice R. 637 of 4 April 1975, 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. 638

4 April 1975

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

LEKKERGOEDNYWERHEID, JOHANNESBURG

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, gepubliseer by Goewermentskennisgewing R. 637 van 4 April 1975, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende gepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

CONTENTS

<i>No.</i>	<i>Page</i>
Labour, Department of Government Notices	
R. 637. Sweetmaking Industry, Johannesburg: Main Agreement	1
R. 638. Sweetmaking Industry, Johannesburg ...	9

INHOUD

<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van Goewermentskennisgewings	
R. 637. Lekkergoednywerheid, Johannesburg: Hoofdooreenkoms	1
R. 638. Lekkergoednywerheid, Johannesburg ...	9

