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STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

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No. 8499

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2810

31 December 1982

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, EAST LONDON.—
 AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1983 and for the period ending 31 December 1984, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of that union; and

(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 (5) (i), 21, 23 and 24, shall be binding, with effect from 1 January 1983 and for the period ending 31 December 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, EAST LONDON

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

Wilson-Rowntree (Pty) Ltd

(hereinafter referred to as the "employer"), of the one part, and the

359—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2810

31 Desember 1982

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, OOS-LONDEN.—
 OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1983 en vir die tydperk wat op 31 Desember 1984 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is; en

(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 (5) (i), 21, 23 en 24, met ingang van 1 Januarie 1983 en vir die tydperk wat op 31 Desember 1984 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE LEKKERGOEDNYWERHEID, OOS-LONDEN

OOREENKOMS

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

Wilson-Rowntree (Pty) Ltd

(hierna die "werkgewer" genoem), aan die een kant, en die

8499—1

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweet Manufacturing Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by the employer and by all employees of the employer who are members of the trade union;

(b) in the Magisterial District of East London, excluding that portion which, prior to 4 September 1981 (Government Notice 1877 of 4 September 1981) fell within the Ciskei.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act, and remain in force for a period ending 31 December 1984 or for such period or periods as may be determined by him.

3. DEFINITIONS

(1) Any terms in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or ordinance shall include any amendment to such Act or ordinance and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"Agreement" means an agreement published and made binding on employers and employees in the Sweet Manufacturing Industry, East London, in accordance with the provisions of the Labour Relations Act, 1956;

"absence" in the definition of "assistant despatch clerk", "assistant foreman" and "assistant storeman" means absence on annual or sick leave, or on casual leave of not more than one day in any week;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served an apprenticeship in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate of proficiency issued to such person by the Registrar of Manpower in terms of section 27 (1) of the Manpower Training Act, 1981, or who has passed a qualifying trade test in terms of section 28 of the said Act;

"assistant despatch clerk" means an employee who, under the general supervision of a despatch clerk, performs any of the activities or duties referred to in the definition of "despatch clerk" and who may act for such person during such person's absence;

"assistant foreman" means an employee who, under the general supervision of a foreman, performs the activities or duties of a foreman and who may act for such person during such person's absence;

"assistant storeman" means an employee who, under the general supervision of a storeman, performs any of the duties or operations mentioned in the definition of "storeman" and who may act for such person during such person's absence;

"attendance bonus" means that bonus payable in terms of clause 4 (6) to an employee who has in any week worked the maximum prescribed number of ordinary hours of work, or where short-time is being worked, such lesser number of ordinary hours per week as has been decided upon by the employer;

"boilerman" means an employee who is responsible for the monitoring, controlling and regulating of semi-automatic coal-fired boilers and whose duties include the supervision of ash handlers and the receiving of coal into the bunkers;

"canteen assistant" means an employee who is engaged in any one or more of the following duties or operations in the canteen:

- (i) Preparation of food and drink;
- (ii) cooking, serving and sale of food;
- (iii) cleaning and washing;

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

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewer en deur alle werknemers van die werkgewer wat lede is van die vakvereniging;

(b) in die landdrosdistrik Oos-Londen, uitgesonderd daardie gedeelte wat voor 4 September 1981 (Goewermementskenningsgewing 1877 van 4 September 1981) binne die Ciskei geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Desember 1984 eindig of vir sodanige tydperk of tydperke as wat hy bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet of ordonnansie melding gemaak word, omvat dit alle wysigings van sodanige wet of ordonnansie, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"Ooreenkoms" 'n ooreenkoms gepubliseer en bindend gemaak vir werkgewers en werknemers in die Lekkergoednywerheid, Oos-Londen, ingevolge die Wet op Arbeidsverhoudinge, 1956;

"afwesigheid" in die omskrywing van "assistent-versendingsklerk", "assistent-voorman" en "assistent-magasyman" afwesigheid met jaarlikse of siekteverlof, of geleentheidsverlof van hoogstens een dag in 'n week;

"vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelike leerkontrak wat deur die Raad erken word of 'n leerkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en by die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leerlingenskap uitgedien het in 'n ambag wat aangewys is of geag word aangewys te wees kragtens die Wet op Mannekragopleiding, 1981, of wat beskik oor 'n vaardigheidsertifikaat wat aan so iemand uitgereik is deur die Registrateur van Mannekrag ingevolge artikel 27 (1) van die Wet op Mannekragopleiding, 1981, of wat in 'n kwalifiserende ambagstoets geslaag het ingevolge klousule 28 van genoemde Wet;

"assistent-versendingsklerk" 'n werknemer wat onder die algemene toesig van 'n versendingsklerk enigene van die werksaamhede verrig of pligte uitvoer wat in die omskrywing van "versendingsklerk" bedoel word en wat tydens die versendingsklerk se afwesigheid namens hom kan optree;

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

"assistent-magasyman" 'n werknemer wat onder die algemene toesig van 'n magasyman enige van die pligte uitvoer of werksaamhede verrig wat in die omskrywing van "magasyman" bedoel word en wat tydens die magasyman se afwesigheid namens hom kan optree;

"bywoningsbonus" 'n bonus wat ingevolge klousule 4 (6) aan 'n werknemer betaalbaar is wat gedurende enige week die maksimum voorgeskrewe getal gewone ure gewerk het, of waar korttyd gewerk is, daardie kleiner getal gewone ure soos deur die werkgewer beslis;

"ketelman" 'n werknemer wat verantwoordelik is vir die monitering, kontrolering en regulering van halfoutomatiese steenkoolgestookte ketels en wie se pligte toesig hou oor ashanteerders en die ontvangs van steenkool in die kolehokke insluit;

"eethuis-assistent" 'n werknemer wat een of meer van die volgende pligte of werksaamhede in die eethuis uitvoer of verrig:

- (i) Voedsel en verversingsdranke berei;
- (ii) voedsel gaarmaak, opdis en verkoop;
- (iii) skoonmaak en opwas;

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

"onderbaas" 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman, die werksaamhede verrig of die pligte vervul van 'n voorman of assistent-voorman en wat namens een van hulle tydens sy afwesigheid kan optree;

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

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

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

"Council" means the Industrial Council for the Sweet Manufacturing Industry, East London, registered in terms of section 19 of the Labour Relations Act, 1956;

"despatch clerk" means an employee who is engaged in clerical duties and who is responsible for receiving goods into an establishment or into or from a store or from departments for despatch and for the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing or despatch of such goods and the checking, mass-measuring, marking or addressing of packages;

"driver of a motor vehicle" means an employee 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 the driver is obliged to remain at his post in readiness to drive;

"emergency work" means—

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

(2) any work connected with the loading or unloading of trucks, trailers or vehicles of the South African Transport Services;

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

"establishment" means any premises in or in connection with which the Sweet Manufacturing Industry is carried on;

"experience" means—

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

(2) in relation to a sweetmaker, the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry as a sweetmaker: Provided that one half of any period or periods of employment a sweetmaker has had as a Grade I employee and 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 or a qualified clerical employee, is engaged in any one or more of the following activities or operations:

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

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

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

(4) interpreting or translating languages;

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

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

(7) making out sample slips;

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

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

(10) recording production and distribution 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 a machine" means the placing into a machine or onto a conveyor belt leading into or onto 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 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;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of 'n ander vorm van klerklike werk verrig, en dit sluit 'n kassier en telefonis in maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk 'n deel van dié werknemer se pligte uitmaak;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Oos-Londen, geregistreer ingevolge artikel 19 van die Wet op Arbeidsverhoudinge, 1956;

"versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die ontvangs van goedere in 'n bedryfsinrigting of in of uit 'n magazyn of uit afdelings vir versendings, en vir die verpakking van goedere vir vervoer of aflewering, en wat toesig kan hou oor die bymekaarmaak, nagaan, massameet, verpakking of versending van sodanige goedere en die nagaan, massameet, merk of adresseer van pakkies;

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

"noodwerk"—

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

(2) alle werk in verband met die laai of aflaai van trokke, sleepwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;

(3) alle werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende gewone werksure gedoen kan word nie;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee die Lekkergoednywerheid uitgeoefen word;

"ondervinding", met betrekking tot—

(1) 'n klerk, fabrieksklerk of bediener van 'n verkhyser, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as klerk, fabrieksklerk of bediener van 'n verkhyser in 'n bedryf of nywerheid of in die diens van die Staat werksaam was;

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

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

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

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

(3) fakture, vrag- of afleweringbriewe, rekvisisies of tyd- of loonkaarte liasseer, hou of sorteer of numeries of alfabeties rangskik;

(4) tale tolk of vertaal;

(5) passe, dienssertifikate of tydkaarte uitreik;

(6) gereedskap, voorrade, materiale of uitrusting op aanvraag uitreik, of sodanige gereedskap, voorrade, materiale of uitrusting terugontvang;

(7) monsterstrookies uitskryf;

(8) besonderhede van die inhoud of die onderskeidende nommers van kartonne, houters of pakkies opteken;

(9) die indiensneming, ontslag of bedanking van werknemers opteken;

(10) produksie- en verspreidingsyfers opteken;

(11) kaartjies stempel of uitskryf;

(12) voorraadkaarte opskryf;

(13) vrag- 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" die plasing van materiaal in 'n masjien of op 'n vervoerband wat in of op 'n masjien gaan, waar sodanige plasing oorleg, noukeurigheid of bedrewenheid vereis met behoorlike inagneming van die doeltreffende inname of verwerking van die materiaal deur sodanige masjien, en vir die toepassing van hierdie omskrywing word daar geag dat "plasing" die vormgieting, groepering volgens grootte of fatsoenering van sodanige materiaal op die masjien insluit wat nodig is vir die doeltreffende inname of verwerking van sodanige materiaal deur die masjien;

"filling a machine" means the depositing or dumping of material into the hopper or other intake container of a machine 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 disciplinary control over such employees and who is responsible for the efficient performance by them of their duties;

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

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

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

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

- (1) Hand dipping or hand coating in or with chocolate or fourré;
- (2) operating a chocolate enrobing machine;
- (3) operating a chocolate neapolitan machine;
- (4) operating a liquorice extruder;
- (5) operating a lozenge cutting and stamping machine;
- (6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;
- (7) operating a moulding machine, and for the purposes of this definition, "moulding machine" means a machine in which the individual sweet is shaped by the pouring of liquid sweet material into permanent moulds;
- (8) operating a packet making and filling machine;
- (9) operating a power-driven paper or board guillotine;
- (10) operating a power-driven scoring machine;
- (11) operating a starch or master mogul machine;
- (12) hand piping with chocolate, fourré and cream;
- (13) the connection and disconnection of hoses to pumps and starting up of pumps for transfer of bulk commodities to tanks;
- (14) cleaning and sterilising bags for crumbs;
- (15) operating an industrial shredder for the production of paper shavings;
- (16) sorting, grading, bundling and despatching empty bags;

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

- (1) Assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks or other containers for despatch;
- (2) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;
- (3) boiling sugar;
- (4) building up, shaping, striping or decorating boiled goods, paste goods or toffees;
- (5) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of "labourer";
- (6) crystallising;
- (7) cutting to size or crushing fruit or other raw materials;
- (8) depositing sweets into starch;
- (9) feeding or pouring ingredients, including syrup, into revolving pans;
- (10) feeding a machine;
- (11) filling and mass-measuring containers, other than to a 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 referred to in the definition of "Grade I employee";
- (15) incorporating or inserting fruits, nuts or other edible materials into sweet preparations, other than chocolate or fourré;
- (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 sweet mass;
- (19) operating any power-driven machine, other than a machine referred to in the definition of "Grade I employee";
- (20) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;
- (21) packing sweets into containers by hand according to number, size, mass, arrangement or type;
- (22) preparing or mixing;
- (23) pouring ready-mixed flavours;
- (24) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;

"n masjien vul" materiaal in die vultregter of ander inneembak van 'n masjien plaas of stort, waar sodanige plasing of storting nie oorleg, noukeurigheid of bedreweheid vereis sover dit die 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 bedryfsinrigting en wat dissiplinêre beheer oor die werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

"bediener van 'n vurkhyser" 'n werknemer wat 'n kragaangedrewe vurkhyser bedien wat gebruik word by die laai, aflaai, verskuiving of opmeekaarstapel van goedere in 'n bedryfsinrigting;

"bediender van 'n vurkhyser, gekwalifiseer," 'n bediener van 'n vurkhyser met minstens drie maande ondervinding;

"bediener van 'n vurkhyser, ongekwalifiseer," 'n bediener van 'n vurkhyser met minder as drie maande ondervinding;

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

- (1) Met die hand indoop in; of bestryk met sjokolade of fourré;
 - (2) 'n sjokolade-omhulmasjien bedien;
 - (3) 'n sjokolade-neapolitaanmasjien bedien;
 - (4) 'n dropuitpersmasjien bedien;
 - (5) 'n suigtabletsny- en -stempelmashien bedien;
 - (6) 'n masjien bedien wat lekkergoed in foelie, sellulosefilm, waspapier of ander materiaal toedraai, afgesien daarvan of die masjien toedraaiwerk saam met ander prosesse uitvoer of nie;
 - (7) 'n vormgietsmasjien bedien, en vir die toepassing van hierdie omskrywing beteken 'n vormgietsmasjien 'n masjien waarin die individuele stuk lekkergoed gevorm word deur die vloeibare lekkergoedmateriaal in permanente gietvorms te giet;
 - (8) 'n pakkievervaardigings- en vulmasjien bedien;
 - (9) 'n kragaangedrewe papier- of bord-guillotine bedien;
 - (10) 'n kragaangedrewe inkeermasjien bedien;
 - (11) 'n stysel- of "master mogul"-masjien bedien;
 - (12) met die hand buisversiering doen met sjokolade, fourré en room;
 - (13) pype aan pompe koppel en ontkoppel en pompe aan die gang sit vir die oorplasing van massahandelsware na tenks;
 - (14) sakke vir krummels skoonmaak en steriliseer;
 - (15) 'n nywerheidssnippermeul bedien vir die vervaardiging van papierskaafels;
 - (16) lêe sakke sorteer, gradeer, in bondels vasbind en versend;
- "werknemer graad II" 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (1) Bestellings opmaak of dose, sakke of ander houers vir versending merk, brandmerk, sjabloneer of etiketteer;
 - (2) posseëls plak op briewe, pakkette of ander artikels wat gepos moet word, of 'n handfrankeermasjien bedien;
 - (3) suiker kook;
 - (4) kooklekkers, pastalekkers of toffies opbou, fatsoeneer, streep of versier;
 - (5) kakaoboontjies, neute of ander grondstowwe skoonmaak of sorteer, uitgesonderd die verwydering van vreemde stowwe bedoel in die omskrywing van "arbeider";
 - (6) kristalliseer;
 - (7) vrugte of ander grondstowwe volgens grootte sny of fynmaak;
 - (8) lekkers in stysel plaas;
 - (9) bestanddele, met inbegrip van stroop, in draaipanne voer of ingiet;
 - (10) 'n masjien voer;
 - (11) houers volmaak en massameet, maar nie volgens 'n vooraf gestelde massameter nie;
 - (12) lekkergoed met die vinger of 'n vurk merk of op 'n ander manier versier;
 - (13) posstukke vou of in koeverte plaas;
 - (14) met die hand indoop of bestryk, uitgesonderd die werk bedoel in die omskrywing van "werknemer, graad I";
 - (15) vrugte, neute of ander eetbare stowwe in lekkergoed-preparate, uitgesonderd sjokolade of fourré, insit of invoeg;
 - (16) kartondose maak, maar nie deur voubare dose van plat materiaal te vou nie;
 - (17) onder toesig stroop maak;
 - (18) lekkergoed of lekkergoedmassa giet, fatsoeneer, ontvorm of ingiet;
 - (19) 'n kragmasjien bedien, uitgesonderd 'n masjien bedoel in die omskrywing van "werknemer, graad I";
 - (20) goedere vir voorraad verpak, maar nie verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om dit te bevat nie;
 - (21) met die hand lekkergoed in houers verpak volgens getal, grootte, massa, rangskikking of tipe;
 - (22) voorberei of meng;
 - (23) reeds gemengde geursels ingiet;
 - (24) deeg, pasta of ander preparate van suiker of sjokolade trek, laat loop, rol, sny of afdruk;

(25) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;

(26) sealing packets or bags of cellulose film;

(27) shelling, stoning, peeling or drying nuts or fruit;

(28) slab work not elsewhere specially mentioned in this clause;

(29) sorting sweets, other than the activities referred to in item (15) of the definition of "labourer";

(30) taking off the conveyor belt of a chocolate enrober;

(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 a set massmeter, or measuring, other than to or with fixed measure;

(34) winnowing or removing the germ from cocoa beans;

(35) wrapping boxes or parcels;

(36) wrapping sweets by hand;

(37) Assisting an artisan or handyman by holding articles or tools or otherwise working with an artisan or handyman, other than by the independent use of the tools of any skilled trade;

(38) cutting paper, cellulose film or similar material by hand to set measure;

(39) cutting sweets by hand;

(40) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;

(41) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli or similar materials;

(42) filling or emptying bulk containers or mixing finished sweets in bulk;

(43) hardening by hand;

(44) loosening, breaking or separating sweets (other than chocolates) by hand;

(45) oiling or greasing machinery or vehicles;

(46) pulling sweets or materials on to, or removing them from, a conveyor belt, other than the belt of a chocolate enrober;

(47) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;

(48) removing sweets from trays in which they were moulded;

(49) sanding by hand;

"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 affecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;

"laboratory assistant/sampler" means an employee who, under the general supervision of an analyst or section head, is engaged in sampling or analysing, mixing and preparing samples for the laboratory. Analysis should be limited to simple routine methods;

"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, sacks, 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 steam or other pans, excluding the reading of thermometers or the regulating of steam pressure;

(25) kakaoboontjies, neute, vrugte of ander grondstowwe brand of kook sonder om verantwoordelik te wees vir die graad van die brand- of kookwerk;

(26) pakkies of sakkies van sellulosefilm gemaak, verseël;

(27) neute of vrugte uitdop, ontpit, skil of droogmaak;

(28) platblokkewerk, nie elders spesifiek in hierdie klousule vermeld nie;

(29) lekkergoed sorteer, uitgesonderd in die werksaamhede bedoel in item (15) van die omskrywing van "arbeider";

(30) van die vervoerband van die sjokolade-omhulmasjien afneem;

(31) 'n papier- of bord-guillotine wat met die hand of voet werk, gebruik;

(32) 'n inkepmasjien wat met die hand of voet werk, gebruik;

(33) massameet, maar nie volgens 'n vooraf gestelde massameter nie, of meet, maar nie volgens 'n vasgestelde maat nie;

(34) die kiem uit kakaoboontjies uitwan of verwyder;

(35) dose of pakkette toedraai;

(36) lekkergoed met die hand toedraai;

(37) 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of andersins saam met 'n ambagsman of faktotum werk, uitgesonderd deur die onafhanklike gebruik van die gereedskap van 'n geskoolde ambag;

(38) met die hand papier, sellulosefilm of soortgelyke materiaal volgens 'n vasgestelde maat sny;

(39) lekkergoed met die hand sny;

(40) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handaangedrewe voertuig aflewer;

(41) bakke wat stysel, kokosneut, vermicelli of dergelike materiaal bevat met die hand vul, gelykmaak of leegmaak;

(42) grootmaathouers vul of leegmaak of klaargemaakte lekkergoed in groot maat meng;

(43) met die hand hardmaak;

(44) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, breek of vanmekaarmaak;

(45) masjinerie of voertuie olie of smeer;

(46) lekkergoed of materiaal plaas op of afhaal van 'n vervoerband, uitgesonderd die band van 'n sjokolade-omhulmasjien;

(47) stysel van lekkergoed verwyder deur middel van 'n lugblaser, handsif of 'n borsel, of stysel met die hand sif;

(48) lekkergoed verwyder uit die bakke waarin hulle gevorm is;

(49) droë suiker met die hand strooi;

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

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

"laboratorium assistent/monsternemer" 'n werknemer wat onder die algemene toesig van 'n ontleider of seksiehoof werk verrig in die neem en ontleding van monsters en die meng en voorbereiding van monsters in 'n laboratorium. Ontleding moet beperk word tot die algemene roetine en metodes;

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

(1) Houtdose uit vooraf gesaagde stukke met die hand aanmekaarsit of klaargemaakte karton- of veselborddose of dergelike houers met die hand inmekaarsit;

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

(3) persele of houers, meubels, masjinerie, gereedskap, werktuie of ander artikels skoonmaak of was;

(4) rantsone kook of tee of dergelike drankie in 'n bedryfs-inrigting maak of bedien;

(5) panne, sjokoladeketels, tempermasjiene, raffineerders, roostermasjiene, uitwanmasjiene, vormmasjiene of meulens leegmaak;

(6) masjiene vul of van masjiene afneem;

(7) tuinwerk;

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

(9) met die hand op- of aflaai;

(10) vure maak of aan die brand hou of afval of as verwyder;

(11) dose, sakkies, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer, uitgesonderd vir versending;

(12) sakkies, sakke, bale, bottels, dose, konkas, blikke of ander houers met die hand oop- of toemaak;

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

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

(15) gebreekte lekkergoed of stukkies lekkergoed of afgesnyde stukkies verwyder;

(16) vreemde stowwe met die hand van neute of kakaoboontjies verwyder, maar nie deur dit te was nie;

(17) bestanddele in stoom- of ander panne roer, uitgesonderd die aflees van termometers of die regulering van stoomdruk;

(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;

"motor vehicle", except in the definition of "labourer", means any mechanically propelled vehicle used for the conveyance or delivery of goods and includes a mechanical horse;

"night shift" means any period of work the major part of which falls between 18h00 and 07h00;

"operating a machine" includes tending, starting and stopping a machine and may include feeding, filling, taking off or withdrawing;

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

"seasonal employee" means an employee engaged by the employer to cater for seasonal work for a minimum period of one week up to a maximum period of six months;

"security guard" means an employee engaged in guarding premises or other property;

"senior managerial, professional or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment;

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

"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 a threatened breakdown of buildings;

"storeman" means an employee who is in general charge of stores or 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;

"sweets" means sweets or chocolates;

"sweetmaker" means an employee who is responsible to the management, a foreman or an assistant foreman, for the supervising 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 out, 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 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) inclusive hereof;

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

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

"Sweet Manufacturing Industry" means without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the manufacture of sweets in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, and also includes the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by employers and employees engaged in the manufacture of sweets, and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

"unladen mass" means the mass of any motor vehicle or trailer as expressed 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;

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

(19) rubber- of ander stempels gebruik waar geen keuse of diskresie nodig is nie;

(20) massameet volgens 'n vooraf gestelde massameter of herhaaldelik meet volgens of met 'n vasgestelde maat;

"motorvoertuig", uitgesonderd in die omskrywing van "arbeider", 'n meganiese voertuig wat gebruik word vir die vervoer of aflewering van goedere en sluit 'n voorhaker in;

"nagskof" 'n werkydperk waarvan die grootste gedeelte tussen 18h00 en 07h00 val;

"'n masjien bedien" ook die versorging, aansit of stopsit van 'n masjien en kan voer, vul, afneem of wegneem insluit;

"deeltydse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op so 'n dag dryf, en by die toepassing van hierdie omskrywing sluit die uitdrukking "'n motorvoertuig dryf" al die tyd in wat die drywer dryf of toesig oor die voertuig het of werk verrig in verband met die voertuig of die vraag;

"seisoenswerknemer" 'n werknemer wat deur die werkgewer in diens geneem word om voorsiening te maak vir seisoenswerk vir 'n minimum tydperk van een week tot 'n maksimum tydperk van ses maande;

"veiligheidswag" 'n werknemer wat persele of ander eiendom bewaak;

"senior bestuurs-, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgewer belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n professionele of administratiewe aard te neem;

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

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n bedryfslapte, tekort aan grondstowwe of spoorwegtrokke, 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 voorrade of voltooide produkte het en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n magasyn of pakhuis of vir die lewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

"lekkergoed" lekkergoed of sjokolade;

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

(a) die maak van 'n lekkergoedmassa in 'n kookpot;

(b) die behandeling van 'n lekkergoedmassa, met inbegrip van kleur- en geurwerk, byvoeging van speserye, neut, vrugte of ander bestanddele totdat die lekkergoedmassa uiteindelik gereed is om toegedraai, uitgegiet, gevorm of andersins gefabriseer te word;

(c) die rooster, uitwan of kook van kakaoboontjies of neutte of die bewerking van sjokolade (uitgesonderd die smelt van klaargemaakte koevertuursjokolade) totdat dit gereed is om ingedoopt, bestryk, gevorm, gegiet, toegedraai of op 'n ander manier gefabriseer te word;

(d) panbakwerk;

(e) die maak van kondensmelk; of

(f) die maak van konfyt;

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

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

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

"Lekkergoednywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om lekkergoed te vervaardig in bedryfsinrigtings wat geregistreer is of geregistreer moet wees ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en sluit ook in die vervaardiging van alle handelsartikels of bestanddele wat gebruik word by die vervaardiging van lekkergoed as dit uitgevoer word deur werkgewers en werknemers wat lekkergoed vervaardig, en voorts sluit dit alle werksaamhede in wat in verband staan met of voortvloei uit enigeen van bogenoemde werksaamhede;

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

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

"wage" means that part of the remuneration payable in money to an employee in respect of ordinary hours of work.

4. REMUNERATION

(1) The minimum wage which shall be paid by the employer to each of the undermentioned classes of employees shall be as set out hereunder:

Apprentices shall be remunerated according to the following percentages of the basic rate for artisans:

First year—40%;
Second year—45%;
Third year—55%;
Fourth year—90%.

	Per week R
Artisan.....	137,60
Assistant despatch clerk.....	75,60
Assistant foreman.....	113,00
Assistant storeman.....	77,70
Boilerman.....	84,30
Canteen assistant.....	75,00
Chargehand.....	101,50
Clerical employee, qualified.....	84,90
Clerical employee, fourth year.....	81,20
Clerical employee, third year.....	79,40
Clerical employee, second year.....	77,50
Clerical employee, first year.....	75,60
Despatch clerk.....	84,90
Factory clerk, qualified.....	77,70
Factory clerk, first year.....	75,60
Foreman.....	140,00
Forklift operator (see vehicles).....	
Grade I employee.....	76,80
Grade II employee.....	75,60
Group leader.....	81,00
Handyman.....	78,30
Laboratory assistant/sampler, qualified.....	85,00
Laboratory assistant/sampler, second year.....	81,20
Laboratory assistant/sampler, first year.....	79,40
Laboratory assistant/sampler, first three months.....	77,50
Labourer.....	75,00
Storeman.....	88,40
Sweetmaker, qualified.....	91,80
Sweetmaker, fourth year.....	83,20
Sweetmaker, third year.....	78,60
Sweetmaker, second year.....	76,20
Sweetmaker, first year.....	75,10
Security guard.....	75,50
Vehicle drivers:	
Extra heavy vehicle (over 16 000 kg).....	90,80
Heavy vehicle (9 001 kg to 16 000 kg).....	84,30
Medium vehicle (3 501 kg to 9 000 kg).....	77,50
Light vehicle (up to 3 500 kg).....	76,80
Forklift operator.....	78,30
Part-time motor vehicle driver.....	75,40

Casual and seasonal employees.—A casual or seasonal employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee who performs the same class of work as the casual or seasonal employee is required to do: Provided that, where the employer requires a casual or seasonal employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class: Provided further that where the employer requires a casual or seasonal employee to work for a period of not more than four consecutive hours on any day, the wage may be reduced by not more than 50 per cent.

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

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

- (a) a wage higher than that of the employee's own class; or
- (b) a rising scale of wages terminating in a wage higher than that of the employee's own class.

"loon" die gedeelte van die besoldiging wat in geld aan die werknemer betaal moet word ten opsigte van sy gewone werkure.

4. BESOLDIGING

(1) Die minimum loon wat die werkgever aan elkeen van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:

Vakleerlinge.—Die besoldiging van vakleerlinge moet volgens die volgende persentasies van die basiese loon vir ambagsmanne geskied:

Eerste jaar—40%;
Tweede jaar—45%;
Derde jaar—55%;
Vierde jaar—90%.

	Per week R
Ambagsman.....	137,60
Assistent-versendingsklerk.....	75,60
Assistent-voorman.....	113,00
Assistent-magasyman.....	77,70
Ketelman.....	84,30
Eethuis-assistent.....	75,00
Onderbaas.....	101,50
Klerk, gekwalifiseer.....	84,90
Klerk, vierde jaar.....	81,20
Klerk, derde jaar.....	79,40
Klerk, tweede jaar.....	77,50
Klerk, eerste jaar.....	75,60
Versendingsklerk.....	84,90
Fabrieksklerk, gekwalifiseer.....	77,70
Fabrieksklerk, eerste jaar.....	75,60
Voorman.....	140,00
Bediener van 'n vruckhyser (sien voertuie).....	
Werknemer graad I.....	76,80
Werknemer graad II.....	75,60
Groepleier.....	81,00
Faktotum.....	78,30
Laboratorium assistent/monsternemer, gekwalifiseer.....	85,00
Laboratorium assistent/monsternemer, tweede jaar.....	81,20
Laboratorium assistent/monsternemer, eerste jaar.....	79,40
Laboratorium assistent/monsternemer, eerste drie maande.....	77,50
Arbeider.....	75,00
Magasyman.....	88,40
Lekkergoedmaker, gekwalifiseer.....	91,80
Lekkergoedmaker, vierde jaar.....	83,20
Lekkergoedmaker, derde jaar.....	78,60
Lekkergoedmaker, tweede jaar.....	76,20
Lekkergoedmaker, eerste jaar.....	75,10
Veiligheidswag.....	75,50
Voertuigdrywer:	
Ekstra swaar voertuig (meer as 16 000 kg).....	90,80
Swaar voertuig (9001 kg tot 16 000 kg).....	84,30
Medium voertuig (3501 kg tot 9000 kg).....	77,50
Ligte voertuig (tot 3500 kg).....	76,80
Bediener van 'n vruckhyser.....	78,30
Deeltydse motorvoertuigdrywer.....	75,40

Los werknemer en seisoenswerknemer.—'n Los werknemer of 'n seisoenswerknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon betaal word wat voorgeskryf is vir 'n werknemer wat dieselfde werk doen wat die los werknemer of die seisoenswerknemer moet doen: Met dien verstande dat indien die werkgever van 'n los werknemer of 'n seisoenswerknemer vereis om die werk te doen van 'n klas werknemer vir wie 'n loon op 'n stygende loonskaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat voorgeskryf is vir 'n gekwalifiseerde werknemer van daardie klas: Voorts met dien verstande dat indien die werkgever van 'n los werknemer of 'n seisoenswerknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende uur op 'n dag te werk, die loon met hoogstens 50 persent verminder kan word.

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

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

- (a) 'n hoër loon as dié vir die werknemer se eie klas; of
- (b) 'n stygende loonskaal wat op 'n hoër loon as dié vir die werknemer se eie klas eindig;

is prescribed in subclause (1), 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 notch in the rising scale immediately above the wage which the employee was receiving for ordinary work:

Provided that, unless expressly otherwise provided in a written contract between the employer and the employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Night shift remuneration.*—An employee employed on night shift shall be paid for each such shift not less than the daily wage plus 20 per cent: Provided that this subclause shall not apply to a security guard or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of heat, steam or electricity.

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

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

(c) The hourly wage of an employee, other than a casual or seasonal employee, shall be the weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 6 for an employee of such class.

(6) *Attendance Bonus.*—In addition to any other remuneration which may be due to an employee for whom wages are prescribed in terms of this clause, an employer shall pay to such employee a weekly attendance bonus of R7 in respect of any week in which that employee has—

(a) worked the number of ordinary hours of work prescribed in terms of clause 6 (1); or

(b) where the employer normally requires an employee to work a lesser number of ordinary hours than those prescribed in terms of clause 6 (1), worked such lesser number of ordinary hours; or

(c) been absent on leave in terms of clause 7.

(7) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee prior to the date of coming into operation of this Agreement.

5. PAYMENT OF REMUNERATION

(1) *Employees, other than casual and seasonal employees.*—(a) Save as provided in clause 7 (4), any amount due to an employee, other than a casual or seasonal employee, shall be paid in cash, weekly or, if the employer and the employee have agreed thereto, in cash, monthly, by cheque or to the credit of such employee with a bank, building society or registered deposit receiving institution nominated by the employee, 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: Provided that an agreement whereby the employee is paid monthly in terms of this clause shall in no way be so construed as to alter the basis of contract of such employee from weekly to monthly.

(b) Every employee shall, on payment, be given a statement showing the employer's name, the employee's name or pay-roll number and occupation, the number of ordinary hours, overtime hours and/or nightshifts worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made. If payment is in cash or by cheque it shall be contained in an envelope or container.

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

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

(4) *Purchase of goods.*—The employer shall not require an employee to purchase any goods from the employer or from any shop or person nominated by the employer.

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

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

in subklousule (1) voorgeskryf word, moet daardie werknemer ten opsigte van dié dag soos volg betaal:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken op die hoër weeklikse skaal; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf van die stygende loonskaal onmiddellik bokant die loon wat die werknemer vir gewone werk ontvang:

Met dien verstande dat tensy uitdruklik anders in 'n geskrewe kontrak tussen die werkgever en 'n werknemer bepaal, niks in hierdie Ooreenkoms so uitgelê moet word dat dit 'n werkgever belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as wat vir dié werknemer voorgeskryf is.

(4) *Nagskofbesoldiging.*—'n Werknemer wat nagskof werk, moet vir elke sodanige skof minstens die dagloon plus 20 persent betaal word: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n veiligheids wag of 'n werknemer wie se teenwoordigheid in die nag nodig is in verband met 'n verkoelingsinstallasie of die opwekking van hitte, stoom of elektrisiteit.

(5) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer of seisoenswerknemer, moet bereken word deur die weekloon deur vyf te deel.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of seisoenswerknemer moet bereken word deur sy weekloon te deel deur die getal gewone werkure wat in klousule 6 vir 'n werknemer in dié klas voorgeskryf word.

(6) *Bywoningsbonus.*—'n Werkgever moet aan sy werknemers vir wie lone in hierdie ooreenkoms voorgeskryf word, 'n bywoningsbonus van R7 per week betaal: Met dien verstande dat—

(i) 'n werknemer die gewone werkure soos voorgeskryf in klousule 6 (1) gewerk het;

(ii) indien die werkgever normaalweg vereis dat 'n werknemer minder ure werk as dié voorgeskryf in klousule 6 (1), die werknemer daardie minder getal ure gewerk het; of

(iii) die werknemer afwesig was met verlof ingevolge klousule 7.

(7) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer voor die datum van inwerking-treding van hierdie Ooreenkoms betaal is, verminder nie.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers en seisoenswerknemers.*—(a) Behoudens klousule 7 (4), moet alle bedrae wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer en 'n seisoenswerknemer, weekliks in kontant, of as die werkgever en die werknemer daartoe ooreengekom het, maandeliks in kontant of per tjek betaal word of in die krediet van sodanige werknemer maandeliks inbetaal word by 'n bank, bougenootskap of geregi-streerde deponitnemende instelling wat deur die werknemer benoem is, gedurende die werkure op die gewone betaaldag van die bedryfs-inrigting of by die beëindiging van diens indien dit voor die gewone betaaldag plaasvind: Met dien verstande dat 'n ooreenkoms waarvolgens die werknemer maandeliks betaal word ingevolge hierdie klousule geensins so opgevat word dat dit die basis van sodanige werknemer se kontrak van weekliks na maandeliks verander nie.

(b) Elke werknemer moet by betaling 'n staat gegee word wat die volgende gegewens bevat: Die werkgever se naam, die werknemer se naam of betaalstaatsnommer en beroep, die getal gewone ure, oortydure en of nagskoffe gewerk, besonderhede van aftrekkings gemaak, die verskuldigde besoldiging en die tydperk ten opsigte waarvan die betaling gedoen word. As betaling in kontant of per tjek geskied, moet dit in 'n koeverf of houer wees.

(2) *Los werknemers en seisoenswerknemers.*—Die werkgever moet die besoldiging wat aan 'n los werknemer of 'n seisoenswerknemer 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 die werknemer aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever volgens wet moet bydra.

(4) *Koop van goedere.*—Die werkgever mag 'n werknemer nie verplig om goedere van die werkgever of van 'n winkel of persoon wat die werkgever aanwys, te koop nie.

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

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir verlof-, siektebystand-, versekerings-, spaar-, voorsorg-, pensioen- of ontspanningsfonds;

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

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

(d) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual and seasonal employee) hourly wage in respect of each hour of such reduction: Provided that—

(i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railway trucks, unless the employer has given the employee notice on the previous work-day of the employer's intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given the employee notice on the previous day that no work will be available;

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

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

(g) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow, or Christmas Day, on which an employee is at the employee's own request, permitted not to work, of an amount equal to his daily wage;

(h) contributions to the Council funds in terms of clause 18 of this Agreement;

(i) upon the written request of an employee, the employee's subscriptions to the Sweet Workers' Union.

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 or seasonal employee, shall not exceed—

(a) 45 in any week of not more than five consecutive days from Monday to Friday inclusive;

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

(2) The ordinary hours of work of a casual or seasonal employee shall not exceed nine in a day.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a 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) the employer may agree with an employee to reduce the period of such meal interval to not less than half an hour, and in that event and if the employer has obtained the approval of the Council, the meal interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (vi) applies, shall be deemed to be continuous;

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

(iv) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;

(v) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes on condition that the total period worked by the employee after the first meal interval of the day shall not exceed seven hours;

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

(c) 'n bedrag wat die werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) wanneer die gewone werkure in klousule 6 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer en seisoenswerknemer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat—

(i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking in die geval van korttyd wat ontstaan deur 'n bedryfslapte of 'n tekort aan grondstowwe of spoorwegtrokke, geskied nie tensy die werkgever die werknemer die vorige werkdag kennis gee van die werkgever se voorneme om die gewone werkure te verminder;

(iii) geen aftrekking in die geval van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens wisselvalligheid van die weer of 'n algemene onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever die werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(e) 'n bedrag vir geld wat die werkgever aan 'n werknemer geleen het: Met dien verstande dat die bedrag afgetrek hoogstens een derde mag wees van die totale besoldiging wat aan sodanige werknemer verskuldig is;

(f) behoudens subklousule (4) en met die skriftelike toestemming van die werknemer, 'n bedrag verskuldig aan 'n werkgever vir goedere deur die werknemer van die werkgever gekoop: Met dien verstande dat sodanige bedrag hoogstens een derde mag wees van die totale besoldiging van aan sodanige werknemer verskuldig is;

(g) 'n bedrag gelyk aan sy dagloon ten opsigte van elke openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, waarop 'n werknemer op die werknemers se eie versoek toegelaat word om nie te werk nie;

(h) bydraes tot die Raad se fondse ingevolge klousule 18 van hierdie Ooreenkoms;

(i) op die skriftelike versoek van 'n werknemer, die werknemer se ledesgeld van die Sweet Workers' Union.

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

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

(a) 45 in 'n week van hoogstens vyf agtereenvolgende dae van Maandag tot en met Vrydag;

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

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

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

(i) die werkgever met 'n werknemer kan ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in so 'n geval en indien die werkgever die goedkeuring van die Raad verkry het, kan die etenspouse aldus verkort word;

(ii) werktye wat deur pouses van minder as een uur onderbreek word, behalwe waar voorbehoudsbepaling (i) of (vi) van toepassing is, geag word aaneenlopend te wees;

(iii) as dié pouse langer as een uur duur, alle tyd van meer as een en 'n kwart uur geag word tyd gewerk te wees;

(iv) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen werk doen nie behalwe om in beheer te wees of te bly van die voertuig, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(v) net een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie deel van die gewone werkure uit te maak nie;

(vi) wanneer daar op 'n dag as gevolg van oortydwerk van die werkgever vereis word om 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort kan word op voorwaarde dat die totale tydperk deur die werknemer na die eerste etenspouse van die dag gewerk, hoogstens sewe uur is;

(vii) such interval need not be granted to a boilerman or an employee employed on night shift during ordinary hours of work if given the opportunity during such hours of having a meal while on duty.

(4) *Rest intervals.*—The employer shall grant to each employee 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 worked.

(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.*—The employer shall not require or permit an employee to work overtime for more than—

(a) two hours on any day: Provided that in the case of an employee who works a five-day week, four hours overtime may be worked on a Saturday;

(b) 10 hours in any week;

(c) after completion of the ordinary hours of work, for more than one hour on any day, unless he has—

(i) given notice thereof to such employee before the meal interval of that day; or

(ii) provided such employee with an adequate meal before the employee has to commence overtime; or

(iii) paid such employee not less than 50c in sufficient time to obtain and partake of a meal before the overtime is due to commence.

(8) *Payment for overtime.*—(a) (i) The employer shall pay an employee, other than a casual or seasonal employee, who works overtime not less than one and a third times the hourly wage in respect of each hour or part of an hour worked for not less than 10 hours overtime in each week.

(ii) The hourly wage shall be calculated by dividing the weekly wage by 45: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(b) The employer shall pay casual and seasonal employees who work overtime not less than one and a third times the daily wage, divided by nine, in respect of each hour or part of an hour overtime worked on any day.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a security guard: Provided that a security guard who works on seven days per week be granted one day off on full pay per week or be paid, in addition to the wage the employee would have received had the employee not so worked, double the ordinary rate of pay for one day per week should no such day off be granted.

(b) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R1 200 per month.

(c) The provisions of subclauses (3), (4), (5) and (7) shall not apply to an employee while engaged on emergency work.

(d) The provisions of subclause (4) shall not apply to a boilerman, a driver of a motor vehicle or a labourer assisting on a delivery vehicle or maintaining a fire in a boiler.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), the employer shall grant to an employee, other than a casual and seasonal employee, in respect of each completed 12 months' employment, 21 consecutive calendar days' leave and shall pay such employee not less than three times the weekly remuneration to which the employee is entitled at the commencement of the leave.

(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 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 employer and the employee have 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 9 nor, unless the employee so requested and the employer agrees, in writing, with any period of military service under the Defence Act, 1957;

(vii) sodanige pouse nie aan 'n ketelman of 'n werknemer op nagskof gedurende gewone werkure toegestaan hoef te word nie, indien daar gedurende sodanige ure geleentheid gegee word om 'n maaltyd te nuttig terwyl 'n werknemer diens verrig.

(4) *Ruspouses.*—Die werkgever moet aan elke werknemer 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan die middel van elke oggend- of middagwerktydperk, en gedurende dié pouse mag daar van sodanige werknemer nie vereis word of mag hy nie toegelaat word om werk te verrig nie en word sodanige pouse geag deel van die gewone ure gewerk uit te maak.

(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 in subklousules (1) en (2) voorgeskryf, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*—Die werkgever mag nie van 'n werknemer vereis of hom toelaat om langer oortyd as die volgende te werk nie:

(a) Twee uur op 'n dag: Met dien verstande dat 'n werknemer wat vyf dae in 'n week werk, vier uur oortyd op 'n Saterdag mag werk;

(b) 10 uur in 'n week;

(c) na voltooiing van die gewone werkure, langer as 'n uur op 'n dag, tensy hy—

(i) voor die etenspouse van dié dag dié werknemer daarvan in kennis gestel het; of

(ii) dié werknemer van 'n toereikende ete voorsien het voordat dié oortydwerk begin; of

(iii) dié werknemer minstens 50c betyds betaal het om 'n ete te bekom en te nuttig voordat dié oortydwerk begin.

(8) *Betaling vir oortydwerk.*—(a) (i) Die werkgever moet 'n werknemer, uitgesonderd 'n los werknemer of 'n seisoenswerknemer, wat oortyd werk, minstens een en 'n derde maal die uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur gewerk vir minstens 10 uur oortyd in elke week.

(ii) Die uurloon moet bereken word deur die weekloon deur 45 te deel: Met dien verstande dat waar in enige week oortyd bereken op 'n daaglikse grondslag verskil van oortyd bereken op 'n weeklikse grondslag, die grondslag wat die grootste bedrag vir oortyd vir daardie week gee, gebruik moet word.

(b) Die werkgever moet los werknemers en seisoenswerknemers wat oortyd werk minstens een en 'n derde maal die dagloon gedeel deur nege betaal vir elke uur of gedeelte van 'n uur oortyd wat op 'n dag gewerk word.

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie op 'n veiligheidsrag van toepassing nie: Met dien verstande dat 'n veiligheidsrag wat sewe dae per week werk een vry dag per week met volle besoldiging toegestaan moet word of, indien geen sodanige vry dag toegestaan word nie, dubbel sy gewone loon vir een dag per week betaal moet word benewens die loon wat dié werknemer sou ontvang het indien dié werknemer nie aldus gewerk het nie.

(b) Hierdie klousule is nie op 'n voorman of 'n senior bestuurs-, professionele of administratiewe werknemer van toepassing nie indien en vir solank as wat sodanige werknemer gereeld 'n loon van minstens R1 200 per maand ontvang.

(c) Subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(d) Subklousule (4) is nie van toepassing op 'n ketelman, 'n drywer van 'n motorvoertuig of 'n arbeider wat op 'n afleweringsvoertuig help of vuur in 'n ketel aan die brand hou nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet die werkgever aan 'n werknemer, uitgesonderd 'n los werknemer en 'n seisoenswerknemer, ten opsigte van elke voltooië 12 maande diens, 21 agtereenvolgende kalenderdae verlof toestaan en sodanige werknemer minstens drie maal die weeklikse besoldiging betaal waarop 'n werknemer by die aanvang van die verloftydperk geregtig is.

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

(i) indien sodanige verlof nie alreeds vroeër toegestaan is nie, dit toegestaan moet word om te begin binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het, of as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, dié werkgever die verlof aan dié werknemer moet toestaan met ingang van 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) dié verloftydperk nie mag saamval nie met siekteverlof toegestaan kragtens klousule 9 en ook nie, tensy dié werknemer dit versoek het en dié werkgever skriftelik daartoe ingestem het, met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957;

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

(iv) the employer may set off against such period of leave any day of occasional leave granted on full pay to the employee at the 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 the employer may, in lieu of granting leave prescribed for such labourer in subclause (1), pay not less than the amount which the employer would have had to pay to the employee in respect of such leave if the leave were granted: Provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer.

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

(5) An employee whose contract of employment terminates during any period of 12 months of employment with the same employer before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall, upon such termination and in addition to any other remuneration which may be due to the employee, be paid in respect of each completed month of such period of employment, not less than one fourth of the weekly wage:

Provided that the employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further that an employee—

(i) who leaves employment without having given the notice prescribed in clause 14, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves without cause recognised by law as sufficient; or

(iii) who is dismissed by the employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) Any 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 that would have been received in respect of the leave had the leave been granted as at the date of the termination.

(7) For the purposes of this clause, the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer in terms of clause 14 pays an employee in lieu of notice;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 9;

(iii) on maternity leave in terms of clause 10;

(iv) on the instructions or at the request of the employer; amounting in the aggregate in any one year to not more than 10 weeks, excluding any maternity leave; and

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

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to a period of annual leave in terms of any law, on 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 coming into operation of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

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

(8) (a) Notwithstanding anything to the contrary contained in this clause, the employer may for the purpose of annual leave at any time but not more than once in any period of 12 months close the establishment for 15 consecutive working days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

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

(iv) die werkgewer alle dae geleentheidsverlof met volle besoldiging wat gedurende die tydperk van 12 maande diens waarop die jaarlikse verloftydperk betrekking het, op sy werknemer se skriftelike versoek aan sy werkgewer toegestaan is, van sodanige verloftydperk kan aftrek.

(3) Op versoek van 'n arbeider kan die werkgewer, in plaas van die verlof vir sodanige arbeider voorgeskryf in subklousule (1) toe te staan, hom minstens die bedrag betaal wat die werkgewer die werknemer sou moes betaal ten opsigte van sodanige verlof as die verlof toegestaan 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 mag word.

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

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n tydperk van 12 maande diens by dieselfde werkgewer voordat die verloftydperk in subklousule (1) voorgeskryf ten opsigte van daardie tydperk opgeloop het, moet by sodanige beëindiging, en benewens alle ander besoldiging wat aan die werknemer verskuldig mag wees, ten opsigte van elke voltooië maand van sodanige dienstermyn minstens 'n kwart van die weekloon betaal word:

Met dien verstande dat die werkgewer na verhouding 'n bedrag kan aftrek ten opsigte van enige verlof aan 'n werknemer toegestaan kragtens die vierde voorbehoudsbepaling van subklousule (2): Voorts met dien verstande dat 'n werknemer wat—

(i) diens verlaat sonder om kennis te gee soos voorgeskryf in klousule 14, tensy die werkgewer afgesien het van dié kennisgewing of die werknemer die werkgewer in plaas van kennisgewing betaal het; of

(ii) diens sonder 'n regsgeldige rede verlaat; of

(iii) deur die werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir dié ontslag sonder kennisgewing regsgeldig is;

nie op besoldiging uit hoofde van hierdie subklousule geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) die tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 14 betaal in plaas van kennis te gee;

(b) die tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 9;

(iii) met kraamverlof ingevolge klousule 10;

(iv) op las of op versoek van die werkgewer;

en wel tot 'n totaal, in 'n jaar, van hoogstens 10 weke, uitgesonderd kraamverlof; en

(c) die tydperk wat 'n werknemer afwesig is om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van so 'n tydperk van militêre diens as diens te eis nie; en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms ingevolge 'n wet op 'n tydperk van jaarlikse verlof geregtig geword het op die datum waarop sodanige werknemer laas op sodanige verlof ingevolge sodanige wet geregtig geword het;

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

(iii) in die geval van 'n ander werknemer, op die datum waarop sodanige werknemer by die werkgewer begin werk het, of op die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die jongste datum.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan die werkgewer vir die toepassing van jaarlikse verlof, te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, die bedryfsinrigting sluit vir 15 agtereenvolgende werkdade plus bykomende dae wat moontlik ingevolge die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(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 be paid on the basis set out in subclause (5), and for the purpose of annual leave thereafter employment shall be deemed to commence on the date of such closing of the establishment.

8. LEAVE BONUS

(1) The employer shall grant an employee, other than a casual or seasonal employee, in respect of each completed 12 months' employment, a leave bonus equivalent to the average normal basic weekly wage, excluding any payments in respect of overtime worked, Sundays worked, public holidays worked, bonuses or shift and other allowances:

Provided that—

(i) the leave bonus shall accrue from 1 January to 31 December of each year and shall be calculated by dividing the employee's total of normal basic weekly wages earned during the year by 52 or, where an employee has been in employment for less than 52 weeks, by the actual number of weeks worked;

(ii) the leave bonus shall only be paid to employees who are in the employer's service on 31 December of the year in which the bonus is paid;

(iii) the leave bonus shall be paid to an employee who qualifies in terms of this clause by the employer on a convenient date in December.

(2) For the purposes of this clause, the term "employment" shall be deemed to include—

(a) any period or periods during which an employee is absent—

(i) on leave in terms of clause 7;

(ii) on sick leave in terms of clause 9;

(iii) on maternity leave in terms of clause 10;

(iv) on the instructions or at the request of the employer;

amounting in the aggregate in any one year to not more than 10 weeks, excluding any maternity leave;

(b) any period during which an employee is absent undergoing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service and employment shall be deemed to commence from the date of full-time employment with the employer, but subject to the first payment being made in December 1983.

(3) The provisions of this clause shall not apply—

(a) to a foreman or artisan or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R1 200 per month;

(b) to any employee who receives from the employer any form of payment or bonus annually: Provided that such payment or bonus shall not be less than the bonus provided for in this clause.

9. SICK LEAVE

(1) The employer shall grant to an employee, other than a casual or seasonal employee, who is absent from work through sickness or accident not caused by the employee's own misconduct, 10 work-days' sick leave in the aggregate during any one year of employment and shall pay the employee in respect of each such day one fifth of the weekly remuneration which the employee was receiving immediately prior to the commencement of such leave: Provided that the employer may require within one week of absence the production of a certificate signed by a registered medical practitioner in respect of each period of absence covering more than two consecutive days for which payment is claimed: Provided further 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 the employer may during the period of eight weeks immediately succeeding the last such occasion require the employee to produce such a certificate in respect of any absence from work.

(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 employment with the employer. Thereafter the employee shall be entitled to payment of a maximum of five work-days' sick leave. On completion of a further 13 weeks of employment, the employee shall be entitled to payment up to a further 5 workdays' sick leave.

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

(a) on leave in terms of clause 7;

(b) on the instructions or at the request of the employer;

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ooreenkomstig paragraaf (a) nie geregtig is op die volle jaarlikse verloftydperk in subklousule (1) voorgeskryf nie, moet ten opsigte van verlof wat aan die werknemer verskuldig is, betaal word op die grondslag in subklousule (5) uiteengesit, en vir die doel van jaarlikse verlof daarna, word die werknemer se diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit.

8. VERLOFBONUS

(1) Die werkgewer moet aan die werknemer, behalwe 'n los werknemer of 'n seisoenswerknemer, ten opsigte van elke voltooide 12 maande diens 'n verlofbonus gelykstaande met die normale basiese weekloon toegestaan, uitgesonderd betalings ten opsigte van oortyd gewerk, Sondae gewerk, openbare vakansiedae gewerk, bonusse of skofte en ander toelae: Met dien verstande dat—

(i) die verlofbonus vanaf 1 Januarie tot 31 Desember elke jaar oploop en dat dit bereken moet word deur die werknemer se totale normale basiese weekloon, in die loop van die jaar verdien, te deel deur 52 of, indien die werknemer minder as 52 weke in diens was, deur die aantal weke waarin die werknemer werklik gewerk het;

(ii) die verlofbonus slegs aan werknemers betaal moet word wat in diens van die werkgewer staan op 31 Desember van die jaar waarin die bonus betaal word;

(iii) die verlofbonus deur die werkgewer op 'n geskikte datum in Desember betaal moet word aan die werknemer wat ingevolge hierdie klousule kwalifiseer.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) die tydperk of tydperke wat 'n werknemer afwesig is—

(i) met verlof ingevolge klousule 7;

(ii) met siekteverlof ingevolge klousule 9;

(iii) met kraamverlof ingevolge klousule 10;

(iv) op las of op versoek van die werkgewer;

en wel tot 'n totaal, in 'n jaar, van hoogstens 10 weke, uitgesonderd kraamverlof; en

(b) die tydperk wat 'n werknemer afwesig is om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van so 'n tydperk van militêre diens as diens te eis nie; en diens word geag te begin op die datum van voltydse indiensneming deur die werkgewer, maar behalwe dat besoldiging vir die eerste keer in Desember 1983 betaal word.

(3) Hierdie klousule is nie van toepassing nie op—

(a) 'n voorman of ambagsman of 'n senior bestuurs-, professionele of administratiewe werknemer, indien en vir solank as wat sodanige werknemer gereeld 'n loon van minstens R1 200 per maand ontvang;

(b) 'n werknemer wat besoldiging of jaarlikse bonus van sy werkgewer ontvang: Met dien verstande dat sodanige besoldiging of bonus nie minder is nie as die bonus waarvoor in hierdie klousule voorsiening gemaak word.

9. SIEKTEVERLOF

(1) Die werkgewer moet sy werknemer, uitgesonderd 'n los werknemer of 'n seisoenswerknemer, wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur die werknemer se eie wangedrag veroorsaak is nie altesaam 10 werkdae siekteverlof gedurende 'n jaar diens toestaan en die werknemer elke sodanige dag 'n vyfde betaal van die weekloon wat die werknemer ontvang het onmiddellik voor die aanvang van sodanige verlof: Met dien verstande dat die werkgewer binne een week van afwesigheid kan vereis dat die werknemer 'n sertifikaat voorleë wat deur 'n geregistreerde mediese praktisyn onderteken is ten opsigte van elke tydperk van afwesigheid van meer as twee agtereenvolgende dae waarvoor betaling geëis word: Voorts met dien verstande dat indien 'n werknemer gedurende 'n tydperk van tot 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 wat onmiddellik op die laaste sodanige geleentheid volg, van die werknemer kan vereis om so 'n sertifikaat ten opsigte van alle afwesigheid van die werk voor te lê.

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

(3) 'n Werknemer is nie geregtig op betaling vir siekteverlof gedurende die eerste 13 weke diens by sy werkgewer nie. Daarna is die werknemer geregtig op betaling vir 'n maksimum van vyf werkdae siekteverlof. Na voltooiing van 'n verdere 13 weke diens is die werknemer geregtig op betaling vir 'n verdere vyf werkdae siekteverlof.

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

(a) met verlof ingevolge klousule 7;

(b) op las of versoek van die werkgewer;

- (c) on sick leave in terms of subclause (1);
- (d) on maternity leave in terms of clause 10;

amounting in the aggregate in any one year to not more than 10 weeks, and excluding any maternity leave;

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

(5) The provisions of this clause shall not apply to the employer and employees who are participants in and members of a fund, organisation or scheme providing for paid sick leave on a basis which is not less favourable to the employees than the provisions of this clause and in respect of which exemption has been granted by the Council whilst such fund, organisation or scheme continues to operate and both the employer and the employee are participants therein.

(6) Notwithstanding any other provisions of this clause, no employee shall be entitled to sick leave—

(a) in respect of such periods of absence from work for which compensation is payable under the Workman's Compensation Act, 1941 (Act 30 of 1941);

(b) in respect of paid public holidays as specified in clause 11 of this Agreement: Provided that the employee receives payment for such holidays.

10. MATERNITY LEAVE

(1) The employer shall grant to an employee, other than a casual or seasonal employee, who is pregnant, 16 weeks' maternity leave of which eight weeks shall be taken prior to confinement:

Provided that—

(i) the employee shall not be granted a subsequent term of maternity leave until two years have elapsed, calculated from the date the employee resumed work following the previous term of maternity leave;

(ii) the employee shall provide the employer two clear working days before the pay-day, which shall be 16 weeks prior to the commencement of the maternity leave, with a certificate signed by a registered medical practitioner, stating the expected date of confinement;

(iii) the employer shall deduct from the employee's wages the employee's contributions to a pension fund, medical aid fund, sick pay fund, Industrial Council, Sweet Workers' Union, insurance, and any other deductions in force in terms of clause 5 (5) prior to the commencement of maternity leave to maintain contributions and deductions for the duration of maternity leave: Provided that the total deduction from any such employee's wages shall in any one week during this period of 16 weeks not exceed one third of her normal weekly basic wage.

(2) For the purposes of this clause, employment shall be deemed to include—

(a) any period or periods during which an employee is absent—

(i) on leave in terms of clause 7;

(ii) on sick leave in terms of clause 9;

(iii) on the instructions or at the request of the employer;

(iv) on maternity leave in terms of this clause; amounting in the aggregate in any one year to not more than 26 weeks;

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

(c) any period of not less than one year's continuous employment with the employer prior to the commencement of any absence in terms of this clause.

11. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays.*—An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow and Christmas Day, whether or not such days fall on a Saturday or Sunday, and shall be paid in respect of each such day not less than the weekly remuneration, 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 or seasonal employee, works on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day, the employer shall pay the employee one and a third times the normal hourly rate for each hour or part of an hour worked up to the normal hours worked on week-days and thereafter double the normal hourly rate for each hour or part of an hour worked, in addition to the remuneration to which the employee would have been entitled had the employee not worked: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(c) met siekteverlof ingevolge subklousule (1);

(d) met kraamverlof ingevolge klousule 10;

en wel tot 'n totaal, in 'n jaar, van hoogstens 10 weke, uitgesonderd kraamverlof; en

(e) om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan; Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van so 'n tydperk van militêre diens as diens te eis nie.

(5) Hierdie klousule is nie van toepassing op werkgewers en hul werknemers wat deelnemers in of lede is van 'n fonds, organisasie of skema wat voorsiening maak vir siekteverlof met besoldiging op 'n grondslag wat vir die werknemer nie minder gunstig is as hierdie klousule nie, ten opsigte waarvan vrystelling deur die Raad toegestaan is terwyl sodanige fonds, organisasie of skema bly funksioneer en beide die werkgewer en die werknemers deelnemers daarin is nie.

(6) Ondanks ander bepalings van hierdie klousule is geen werknemer geregtig op siekteverlof met besoldiging—

(a) ten opsigte van sodanige tydperke van afwesigheid van die werknemer se werk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is nie; en

(b) ten opsigte van openbare vakansiedae met besoldiging soos in klousule 11 van hierdie Ooreenkoms gespesifiseer nie: Men dien verstande dat die werknemer besoldiging vir sodanige vakansiedae ontvang.

10. KRAAMVERLOF

(1) Die werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer of 'n seisoenswerknemer, wat verwagting is, 16 weke kraamverlof toestaan, waarvan agt weke voor die bevallingsdatum geneem moet word:

Met dien verstande dat—

(i) die werknemer nie 'n daaropvolgende tydperk kraamverlof toegestaan word voor die verloop van twee jaar, bereken vanaf die datum waarop die werknemer werk hervat het na die vorige tydperk van kraamverlof nie;

(ii) die werknemer aan die werkgewer twee volle werkdade voor die betaaldag, 16 weke voor die aanvang van die kraamverlof, 'n sertifikaat deur 'n geregistreerde mediese praktisyn onderteken verskaf met die verwagte datum van die bevalling;

(iii) die werkgewer van die werknemer se loon die werknemer se bydraes tot 'n pensioenfonds, mediesehulpfonds, siektelonds, die Nywerheidsraad, Sweet Workers' Union, versekering en alle ander aftrekkings van krag ingevolge klousule 5 (5) voor die aanvang van die kraamverlof moet aftrek om sodoende bydraes en aftrekkings vir die duur van die kraamverlof vol te hou: Met dien verstande dat die totale aftrekking van sodanige werknemer se loon binne 'n enkele week gedurende die tydperk van 16 weke hoogstens een derde van haar normale basiese weekloon is.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) die tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge klousule 7;

(ii) met siekteverlof ingevolge klousule 9;

(iii) op las of op versoek van die werkgewer;

(iv) met kraamverlof ingevolge hierdie klousule;

en wel tot 'n totaal, in 'n jaar, van hoogstens 26 weke;

(b) die tydperk wat 'n werknemer afwesig is om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van so 'n tydperk van militêre diens as diens te eis nie; en

(c) 'n tydperk van minstens een jaar deurlopende diens by die werkgewer voor die aanvang van afwesigheid ingevolge hierdie klousule.

11. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag, ongeag of sodanige dae op 'n Saterdag of Sondag val, en moet ten opsigte van so 'n dag minstens sy weekloon gedeel deur vyf betaal word: Met dien verstande dat daar van 'n werknemer vereis kan word om op enigen van hierdie dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of seisoenswerknemer, op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet die werkgewer 'n werknemer een en 'n derde maal die gewone uurloon betaal vir elke uur of gedeelte van 'n uur wat gewerk word tot en met die gewone getal ure wat op weekdae gewerk word, en daarna dubbel die gewone uurloon vir elke uur of gedeelte van 'n uur gewerk, benewens die besoldiging waarop 'n werknemer geregtig sou gewees het as hy nie gewerk het nie: Met dien verstande dat indien van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige dag te werk, die werknemer geag moet word vier uur te gewerk het.

(b) Whenever a casual or seasonal employee works on New Year's Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow or Christmas Day, the employer shall pay the employee one and a third times the normal hourly rate for each hour or part of an hour worked up to the normal hours worked on week-days and thereafter double the normal hourly rate for each hour or part of an hour worked, in addition to the remuneration to which the employee would have been entitled had the employee not so worked. For the purposes hereof, hourly rate shall mean the daily wage, divided by nine.

(3) *Payment for work on Sundays.*—(a) Whenever an employee works on a Sunday, the employer shall pay the employee—

(i) if an employee so works for a period not exceeding four hours, not less than the ordinary wages payable in respect of the period ordinarily worked on a week-day; or

(ii) if an employee so works for a period exceeding four hours, a wage at a rate of not less than double the ordinary rate of wages in respect of the total period worked on such Sunday, or a wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked on a week-day, whichever is the greater.

(4) The provisions of this clause shall not apply—

(a) to a security guard;

(b) to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R1 200 per month.

12. PROPORTION OR RATIO

(1) The employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk, unless the employer employs a foreman, storeman or despatch clerk, respectively.

(2) The employer shall not employ a group leader unless the employer employs a foreman.

(3) The employer shall not employ an unqualified clerical employee or sweetmaker unless the employer employs a qualified clerical employee or sweetmaker, respectively, and for each qualified clerical employee or sweetmaker employed, not more than one unqualified clerical employee or sweetmaker, respectively, may be employed.

(4) For the purposes of this clause—

(a) an employee 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;

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

13. LOG-BOOK

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

DAILY LOG

Name of employer.....
 Name of driver.....
 Vehicle registration No.....
 Date.....
 Time of starting work..... h..... h.....
 Time of finishing work..... h..... h.....
 Number of hours worked.....
 Meal intervals from..... h..... h.....
 Particulars of any accident or delay.....

Signature of driver

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

(2) Every driver of a motor vehicle or part-time motor vehicle driver upon being provided with the 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 to the employer.

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

14. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) during the first four weeks of employment, not less than one work-day's;

(b) Wanneer 'n loswerknemer of 'n seisoenswerknemer op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet die werkgever die werknemer een en 'n derde maal die gewone uurloon betaal vir elke uur of gedeelte van 'n uur gewerk tot en met die gewone ure wat op weekdae gewerk word, en daarna dubbel die gewone uurloon vir elke uur of gedeelte van 'n uur gewerk, benewens die besoldiging waarop die werknemer geregtig sou gewees het as hy nie aldus gewerk het nie. Vir die toepassing hiervan beteken "uurloon" die dagloon gedeel deur nege.

(3) *Besoldiging vir werk op Sondae.*—(a) Wanneer 'n werknemer op 'n Sondag werk, moet die werkgever die werknemer soos volg betaal:

(i) As 'n werknemer aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone loon wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur die werknemer op 'n weekdag gewerk word; of

(ii) as 'n werknemer aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel die gewone loonskaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n loon wat minstens gelyk is aan dubbel die gewone loon wat betaalbaar is ten opsigte van die tydperk wat die werknemer gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(4) Hierdie klousule is nie van toepassing nie op—

(a) 'n veiligheidswag;

(b) 'n voorman of 'n senior bestuurs-, professionele of administratiewe werknemer, indien en vir solank as wat sodanige werknemer gereeld 'n loon van minstens R1 200 per maand ontvang.

12. GETALSVERHOUDING

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

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

(3) Die werkgever mag nie 'n ongekwalifiseerde klerk of lekkergoedmaker in diens neem nie tensy die werkgever onderskeidelik 'n gekwalifiseerde klerk of lekkergoedmaker in diens het, en vir elke gekwalifiseerde klerk of lekkergoedmaker in diens mag hoogstens onderskeidelik een ongekwalifiseerde klerk of lekkergoedmaker deur die werkgever in diens geneem word.

(4) 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;

(b) kan 'n ongekwalifiseerde werknemer wie se loon minstens gelyk is aan die loon voorgeskryf vir 'n gekwalifiseerde werknemer van dieselfde klas, geag word 'n gekwalifiseerde werknemer te wees.

13. LOGBOEK

(1) Die werkgever moet aan elke motorvoertuigdrywer of 'n deeltydse motorvoertuigdrywer in sy diens, 'n logboek so na as moontlik in die volgende vorm verskaf:

DAAGLIKSE LOG

Naam van werkgever.....
 Naam van drywer.....
 Voertuigregistrasienommer.....
 Datum.....
 Tyd waarop werk begin het..... h..... h.....
 Tyd waarop werk geëindig het..... h..... h.....
 Getal ure gewerk.....
 Etenstye van..... h..... h.....
 Besonderhede van ongelukke of oponthoude.....

Handtekening van drywer

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

(2) Elke motorvoertuigdrywer of 'n deeltydse motorvoertuigdrywer aan wie die logboek verskaf is wat in subklousule (1) voorgeskryf word, moet die daaglikse log ten opsigte van elke dag se werk so na as moontlik in die voorgeskrewe vorm in tweevoud invul en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n ingevulde kopie daarvan aan sy werkgever verskaf.

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

14. BEÏNDIGING VAN DIENSKONTRAK

(1) Die werkgever of sy werknemer, uitgesonderd 'n los werknemer of 'n seisoenswerknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste vier weke diens minstens een werk-dag kennis gee;

(b) in the case of an employee paid weekly, after the first four weeks of employment, one week's; and

(c) in the case of an employee paid monthly, after the first four weeks of employment, one month's;

notice of termination of contract, or the 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 one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of one month's notice, the monthly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

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

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deduction in respect of short-time, the expression "is receiving at the time of such termination" shall, when the employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction had been made in respect of short-time".

(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 prescribed in subclause (1) shall be given—

(a) in the case of a weekly paid employee, not later than the usual pay-day of the establishment for such employee and shall run from the day on which such notice is given;

(b) in the case of a monthly paid employee, not later than the first day of a calendar month and shall run from such first day:

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 any period of military service which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 9; and

(iii) that where only one work-day's notice is required to be given, such notice may be given on any work-day.

(4) The notice prescribed in subclause (1) shall be in writing except in the case of labourers, security guards and a boilerman.

(5) Notwithstanding anything to the contrary in this Agreement where an employee terminates the contract of employment by leaving without notice or without paying the employer in lieu of notice, the employer may appropriate from any money which is owed 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 in lieu of notice.

15. PROHIBITION OF EMPLOYMENT

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

16. CERTIFICATE OF SERVICE

The employer shall, upon termination of the contract of employment other than through the desertion of an employee, furnish the employee, other than a casual and seasonal employee, with a certificate of service, showing the full names of the employer and employee, the occupation of the employee, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

17. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) The employer shall supply and maintain in a serviceable and clean condition, free of charge, any uniform, overall or protective clothing which the employee is required to wear or which by any law or regulation the employer is compelled to provide for the employee, and any such uniform, overall or protective clothing shall remain the property of the employer.

(b) in the case of an employee paid weekly, after the first four weeks of employment, one week's; and

(c) in the case of an employee paid monthly, after the first four weeks of employment, one month's;

notice of termination of contract, or the 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 one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of one month's notice, the monthly wage which the employee is receiving at the time of such termination;

Met dien verstande dat—

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

(ii) enige skriftelike ooreenkoms tussen die werkgewer en die werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande dat waar die loon van 'n werknemer op die datum van beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer die werknemer betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het indien geen aftrekking ten opsigte van korttyd gemaak is nie".

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

(3) Die kennisgewing voorgeskryf in subklousule (1) moet gegee word—

(a) in die geval van 'n weekliks besoldigde werknemer, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer en begin met ingang van die dag waarop sodanige kennis gegee is;

(b) in die geval van 'n maandeliks besoldigde werknemer, voor of op die eerste dag van 'n kalendermaand en begin met ingang van sodanige eerste dag:

Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met of dat kennis nie gegee mag word nie tydens 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 7 of 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) kennis nie gegee mag word nie tydens 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 9 toegestaan; en

(iii) waar slegs een werkdag se kennisgewing vereis word, sodanige kennis op enige werkdag gegee kan word.

(4) Dié kennisgewing wat in subklousule (1) voorgeskryf word, moet skriftelik wees, uitgesonderd in die geval van arbeiders, 'n veiligheids wag en 'n ketelman.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die werkgewer, wanneer 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om die werkgewer in plaas van kennisgewing te betaal, homself uit enige geld wat die werkgewer aan die werknemer verskuldig is ooreenkomstig enige bepalings van hierdie Ooreenkoms, 'n bedrag toe-eien van hoogstens die bedrag wat die werknemer in plaas van kennisgewing sou moes betaal het.

15. VERBOD OP INDIENSNEMING

Die werkgewer mag nie 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

16. DIENSSERTIFIKAAT

Die werkgewer moet by beëindiging van die dienskontrak, behalwe wanneer 'n werknemer dros, sy werknemer, uitgesonderd 'n los werknemer en 'n seisoenswerknemer, voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en sy werknemer, die beroep van die werknemer, die datum waarop die kontrak begin en beëindig is en die loonskaal op die datum van sodanige beëindiging aantoon.

17. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) Die werknemer moet alle uniforms, oorpakke of beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy by wet of regulasies verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in 'n diensbare en skoon toestand hou, en sodanige uniform, oorpak of beskermende kleren bly die eiendom van die werkgewer.

(2) Where in the opinion of the employer, uniforms, overalls or protective clothing are ill-used, new uniforms, overalls or protective clothing may be supplied and subject to the approval of the Council, the employer may deduct from the wages of the employee concerned amounts representing the estimated loss by reason of the ill-use.

(3) The provisions of subclause (2) shall not apply unless the employer provides the employee with a locker and a lock and key for the locker.

18. EXPENSES OF THE COUNCIL

For the purposes of meeting the expenses of the Council, the employer shall deduct the sum of 5c per week from the earnings of each of the employees. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 27, East London, within one week after having collected the amounts from the employees.

19. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

20. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of the employer and employees.

21. AGENTS

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

22. EXHIBITION OF AGREEMENT

The employer shall affix and keep affixed in or at the place where employees are working, a legible copy of the Agreement in both official languages.

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

24. TRADE UNION SUBSCRIPTIONS

The employer shall upon written request of an employee, deduct from the employee's wage the subscription 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.

Signed at East London, as authorised, for and on behalf of the parties, this 19th day of July 1982.

P. H. PRESTON, Chairman of the Council.
J. FRASER, Vice-Chairman of the Council.
C. G. POTGIETER, Secretary of the Council.

(2) Wanneer uniforms, oorpakke of beskermende klere, na die mening van die werkgewer, misbruik word, kan hy nuwe uniforms, oorpakke of beskermende klere verskaf en, behoudens die goedkeuring van die Raad, kan die werkgewer van die loon van die betrokke werknemer bedrae aftrek wat gelykstaan met die geraamde verlies wat gelyk is as gevolg van dié misbruik.

(3) Subklousule (2) is nie van toepassing nie tensy die werkgewer die werknemer voorsien van 'n toesluitkas saam met 'n slot en 'n sleutel vir die kas.

18. UITGAWES VAN DIE RAAD

Ter bstryding van die Raad se uitgawes, moet die werkgewer 'n bedrag van 5c per week van die verdienste van elkeen van sy werknemers aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag binne een week nadat die bedrae van die werknemers gevorder is, aan die Sekretaris van die Raad, Posbus 27, Oos-Londen, stuur.

19. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waarvoor dié vrystelling van krag is: Met dien verstande dat die Raad na goeddunke en nadat een week skriftelike kennis aan die betrokke persone gegee is 'n vrystelling kan herroep, ongeag daarvan of die tydperk waarvoor die vrystelling verleen was verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
- (b) die tydperk waarvoor die vrystelling van krag is;
- (c) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (d) die voorwaardes waaronder sodanige vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word in volgorde nommer;
- (b) 'n kopie van elke sertifikaat behou en 'n kopie aan die Afdelingsinspekteur, Departement van Mannekrag, Oos-Londen, stuur;
- (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die werkgewer stuur.

20. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan ter leiding van werknemers en werkgewers, menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

21. AGENTE

Die Raad kan een of meer bepaalde persone aanstel as agente om by die uitvoering van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige bedryfsinrigting betree, enige werkgewer of werknemer ondervra en die loon- en tydregisters nagaan met die doel om vas te stel of hierdie Ooreenkoms nagekom word.

22. VERTONING VAN OOREENKOMS

Die werkgewer moet in of op die plek waar werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Die werkgewer moet aan 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.

24. VAKVERENIGINGLEDIGELD

Op die skriftelike versoek van 'n werknemer moet die werkgewer van die werknemer se loon die ledigeld aftrek wat ooreenkomstig die vereniging se reglement aan die Sweet Workers' Union betaalbaar is en die volle bedrag aldus afgetrek, aan die betrokke vakvereniging stuur.

Op hede die 19de dag van Julie 1982, soos gemagtig, vir en namens die partye in Oos-Londen onderteken.

P. H. PRESTON, Voorsitter van die Raad.
J. FRASER, Ondervoorsitter van die Raad.
C. G. POTGIETER, Sekretaris van die Raad.

No. R. 2811

31 December 1982

**FACTORIES, MACHINERY AND
BUILDING WORK ACT, 1941****SWEETMAKING INDUSTRY, EAST LONDON**

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, published under Government Notice R. 2810 of 31 December 1982, 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.

S. P. BOTHA, Minister of Manpower.

No. R. 2811

31 Desember 1982

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941****LEKKERGOEDNYWERHEID, OOS-LONDEN**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 2810 van 31 Desember 1982, oor die algemeen vir werknemers wie se werkkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekrag.

**MEMOIRS OF THE
BOTANICAL SURVEY OF
SOUTH AFRICA**

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

**MEMOIRS VAN DIE
BOTANIESE OPNAME VAN
SUID-AFRIKA**

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbouinligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE GOVERNMENT PRINTING WORKS, BOSMAN STREET, PRETORIA

The Government Printing Works, one of the biggest and most modern printing establishments in the country, can offer prospective apprentices ideal opportunities to become competent and well-paid journeymen in various trades in the Printing Industry.

CONDITIONS OF APPRENTICESHIP

Weekly Wages (listed below are the new scales with effect from 1 January 1983)

	1st year	2nd year	3rd year	4th year
Minor.....	R99,46	R117,53	R129,60	R159,80

The wages of major apprentices range from 10 per cent to 20 per cent above those stated, depending upon the age of an apprentice at the date of commencement.

Supplementary Remuneration

Applicants in possession of Standard 9 with Mathematics and Standard 10 without Mathematics will receive an additional R2,50 per week, whilst those in possession of Standard 10 with Mathematics will receive an additional R3 per week. In addition, apprentices who successfully obtain the NPC 1, NPC 2 and NPC 3 Certificates also receive additional remuneration.

Additional Benefits

Excellent pension fund, housing subsidy, generous holiday and sick leave benefits, all public holidays, holiday bonus equal to one month's wage, medical aid, restaurant and pleasant working conditions.

Period of Apprenticeship

The period of apprenticeship in the Industry is four years. However, applicants who have completed their military training prior to signing their contract, will be required to undergo three and a quarter years of apprenticeship only.

Technical Studies

Compulsory Block Release Classes (10 weeks full-time) at a Technical College is required of all apprentices for the NPC 1, NPC 2 and NPC 3 courses. Full wages are paid to the Apprentices whilst studying for such courses.

Class and Examination Fees

These are payable by employers together with the list of prescribed books required by apprentices during their Block Release Courses.

Qualifying Trade Test

Voluntary trade tests may be undertaken by apprentices during their contract period and the first such test may take place after the completion of 2½ years of apprenticeship, provided candidates obtain the necessary qualifications.

Applications

Call in for a chat and look-around or phone Mr W. Putter, Personnel Officer, Tel. 3-9731×32, Pretoria, for further information.

CLERICAL POSTS

Vacancies also exist in the undermentioned clerical divisions of the Government Printing Works, Bosman Street, Pretoria, for candidates in possession of a Junior or Senior Certificate.

1. **Stores Officer:** Minimum qualification Std VIII. Control over paper—stationery and printing stores.
2. **Administrative Assistant:** Minimum qualification Std X. Clerical duties in any of the following divisions: Finance, Costing, Tenders, Orders or Stores.
3. **Clerical Assistant (Female):** Minimum qualification Std VIII. Clerical work in the divisions mentioned in paragraph 2.
4. **Data Typist (Female):** No minimum qualification, but passing of an aptitude test is required.
5. **Computer Operator (Female):** Minimum qualification Std X. Passing of an aptitude test and successfully completing a training course are required.
6. **Typist:** Minimum qualifications: Std VIII, but typing as a passed full subject for the Senior Certificate.
7. **Personnel Clerk:** Minimum qualification Std VIII. Duties embrace all aspects regarding appointments and service benefits of personnel.

Fringe Benefits

Excellent pension fund, housing subsidy, generous holiday, study and sick leave benefits, five-day week, holiday bonus equal to one month's salary, medical aid, opportunities for advancement.

Full information regarding salaries and other benefits can be obtained from Mr W. Putter, Personnel Officer, Tel. 3-9731×32, Pretoria.

DIE STAATSDRUKKERY, BOSMAN- STRAAT, PRETORIA

Die Staatsdrukkery is een van die grootste en modernste drukkerie in die land en bied aan voornemende vakleerlinge gulde geleenthede om opgelei te word tot bedrewe en hoogsbesoldigde vakmanne in verskeie ambagte in die Drukkersbedryf.

LEERVOORWAARDES VIR VAKLEERLINGE

Weeklikse Lone (onderstaande is die nuwe skale betaalbaar vanaf 1 Januarie 1983)

	1ste jaar	2de jaar	3de jaar	4de jaar
Minderjarige.....	R99,46	R117,53	R129,60	R159,80

Die lone van meerderjarige vakleerlinge strek van 10 persent tot 20 persent meer as bogemelde lone, afhangende van die ouderdom van 'n meerderjarige vanaf die datum van sy kontraktermyn.

Aanvullende Betalings

'n Vakleerling wat standerd 9 met wiskunde, of standerd 10 sonder wiskunde het, verdien R2,50 per week meer terwyl vakleerlinge in besit van standerd 10 met wiskunde R3 per week meer verdien.

Ander Voordele

'n Uitstekende pensioenfonds, behuisingssubsidie, ruim vakansie- en siekteverlof, alle vakansiedae, 'n vakansiebonus gelyk aan een maand se salaris, mediese fonds, restaurant en aangename werksomstandighede.

Vakleerlingskaptermyn

Die vakleerlingskaptermyn in die Nywerheid is vier jaar. Diegene wat hul militêre opleiding voltooi het voor die aanvang van hul vakleerlingskap, moet net drie en 'n kwart jaar vakleerlingskap onderneem.

Tegniese Studies

Alle vakleerlinge moet behoorlike Blokstelsels van 10 weke Nasionale Drukkersertifikaat in Deel I, II en III onderneem. Volle lone word gedurende die Stelsels betaal.

Klasse en Eksamengeld

Gelde vir bogenoemde sowel as vir 'n lys van voorgeskrewe boeke vir Vakleerlinge gedurende Blokstelsels is betaalbaar deur werkgewers.

Kwalifiserende Ambagstoetse

Vrywillige vaktotse mag deur vakleerlinge gedurende die kontraktermyn onderneem word en die eerste sulke toets kan na die voltooiing van 2½ jaar vakleerlingskap gedoen word, mits vakleerlinge in besit is van die nodige kwalifikasies.

Aansoek

Kom kyk en gesels gerus of skakel mnr. W. Putter, Personeelbeampte, Tel. 3-9731×32, Pretoria, vir volledige besonderhede.

KLERKLIKE POSTE

Afgesien van poste in die Drukbedryf kan kandidate wat in besit is van 'n st. VIII of matrieksertifikaat ook oorweeg word vir aanstelling in die volgende klerklike rigtings in die Staatsdrukkery te Bosmanstraat, Pretoria.

1. **Voorradebeampte:** Minimum kwalifikasie st. VIII. Beheer oor papier, skryfbehoeftes en drukkervoorrade.
2. **Administratiewe Assistent:** Minimum kwalifikasie st. X. Klerklike werk in enige van die volgende rigtings: Finansies, Kostebe-rekening, Tenders, Bestellings of Voorrade.
3. **Klerklike Assistent:** Minimum kwalifikasie st. VIII (Dames). Klerklike werk in rigtings in 2 gemeld.
4. **Datatikster:** Geen minimum kwalifikasie. Aanlegtoets (Dames). Pons data vir rekenaar.
5. **Rekenaarbediener:** Minimum kwalifikasie st. X (Dames) en slaging van aanlegtoets en opleidingskursus. Voer data vir rekenaar.
6. **Tikster:** Minimum kwalifikasie st. VIII, maar met tik as geslaagde volle vak vir die Senior Sertifikaat.
7. **Personeelklerk:** Minimum kwalifikasie st. VIII. Behartig alle aan-geleenthede i.v.m. aanstelling en diensvoordele van personeel.

Byvoordele

Uitstekende pensioenfonds, behuisingssubsidie, ruim vakansie-, studie- en siekteverlofvoordele, vyfdag week, vakansiebonus gelyk aan een maand se salaris, mediese fonds, geleentheid vir bevoorordening.

Vir volledige besonderhede i.v.m. aanvangsalarisse en ander diensvoordele skakel asb. met mnr. W. Putter, Personeelbeampte, Tel. 3-9731×32, Pretoria.

CONTENTS

No.		Page No.	Gazette No.
Manpower, Department of			
<i>Government Notices</i>			
R. 2810	Labour Relations Act (28/1956): Sweet- making Industry, East London: Agreement	1	8499
R. 2811	Factories, Machinery and Building Work Act (22/1941): Sweetmaking Industry, East London.....	17	8499

INHOUD

No.		Bladsy No.	Staats- koerant No.
Mannekrag, Departement van			
<i>Goewermentskennisgewings</i>			
R. 2810	Wet op Arbeidsverhoudinge (28/1956): Lekkergoednywerheid, Oos-Londen: Oor- eenkoms.....	1	8499
R. 2811	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Lekkergoednywerheid, Oos- Londen.....	17	8499

