



# Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

## THE UNION OF SOUTH AFRICA

# Government Gazette

[As 'n Nuusblad by die Poskantoor Geregistreer.]

[Registered at the General Post Office as a Newspaper.]

VOL. CLXI.] PRYS 6d. PRETORIA, 1 SEPTEMBER 1950. PRICE 6d. [No. 4]

*Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n \* gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a \* in the left-hand upper corner.*

### GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

#### DEPARTEMENT VAN ARBEID.

\* No. 2163.] [1 September 1950.  
NYWERHEID-VERSOENINGSWET, 1937.

#### SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Suiwelnywerheid, vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1951, bindend is op die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie verenigings;
- kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 en 3 tot en met 18 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1951, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Unie van Suid-Afrika; en
- kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 15, 17 en 18 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1951, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

### GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

#### DEPARTMENT OF LABOUR.

\* No. 2163.] [1 September 1950.  
INDUSTRIAL CONCILIATION ACT, 1937.

#### DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby—

- in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Dairy Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st day of December, 1951, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- in terms of sub-section (2) of section *forty-eight* of the said Act, declare, that the provisions contained in Clauses 1 and 3 to 18 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending the 31st day of December, 1951, upon the other employers and employees engaged or employed in the Dairy Industry in the Union of South Africa; and
- in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the second Monday after the date of publication of this notice, and for the period ending the 31st day of December, 1951, the provisions contained in clauses 1, 3 to 15 (inclusive), 17 and 18 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.

## BYLAE.

## NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY."

## OOREENKOMS

ingevolge die bepalinge van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen die—

„Dairy Products Manufacturer's Association”

(hierna genoem die „werkgewersorganisasie”), aan die een kant, en die—

„National Union of Dairy Industry Employees”

en die

„S.A. National Cheesemakers' Union”

(hierna genoem „die werknemers” of „die vakverenigings”), aan die ander kant,

wat die partye by die „National Industrial Council for the Dairy Industry” is.

## 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalinge van hierdie Ooreenkoms moet nagekom word in die Unie van Suid-Afrika deur alle werkgewers wat lede van die werkgewersorganisasie is en wat die suiwer nywerheid uitoefen en deur alle lede van die vakverenigings wat in daardie nywerheid in diens is en vir wie in hierdie Ooreenkoms lone voorgeskryf word; met dien verstande egter dat die bepalinge van hierdie Ooreenkoms nie van toepassing is nie op—

(a) motorvoertuigbestuurders in plattelandse gebiede soos omskryf in hierdie Ooreenkoms;

(b) arbeiders in half-stedelike en plattelandse gebiede soos omskryf in hierdie Ooreenkoms; en

(c) klerklike werknemers op die Hoofkantoor of streekkantore wat uitsluitlik of hoofsaaklik werk verrig wat buite die bestek van hierdie Ooreenkoms val.

(2) Nieteenstaande die voorafgaande, is die bepalinge van hierdie Ooreenkoms, behalwe klousules 4 (2), 6, 7 en 9 daarvan nie van toepassing op 'n werknemer wat 'n loon van £45, of meer, per maand ontvang nie; met dien verstande dat die genoemde klousules 6, 7 en 9 nie van toepassing is nie op enige werknemer wat in diens is wat in 'n bestuurders- of dergelyke opsigtershoedanigheid in diens is, ongeag die werk wat deur hom verrig word, indien hy 'n loon van £45, of meer, per maand ontvang.

## 2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word ingevolge subartikel (1) van klousule agt-en-veertig van die Wet en bly van krag tot 31 Desember 1951, of sodanige ander datum wat deur die Minister vasgestel word.

## 3. WOORDBEPALINGS.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en waarvan in die Nywerheid-versoeningswet, 1937, die betekenis bepaal is, het dieselfde betekenis as in daardie Wet; en by elke verwysing na 'n wet, is ook elke wysiging van daardie wet inbegrepe, en, behalwe waar blykbaar die teenoorgestelde bedoel word, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„agent”, 'n persoon wat deur die Raad aangestel is om namens en ten behoeve van die Raad werksaam te wees;

„assistent-kaasmaker” 'n gekwalifiseerde werknemer wat die kaasmaker help by die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarneem;

„bottermaker” 'n gekwalifiseerde werknemer verantwoordelik vir die maak van botter in 'n romery;

„bottertoedraai”, 'n vroulike werknemer wat botter toedraai;

„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

„kaasmaker”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die maak van kaas in 'n kaasfabriek;

„klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk, of ander soort klerklike werk verrig en dit sluit 'n magasynmeester, versendingsklerk en telefonis in;

„klerklike werknemer, manlik, gekwalifiseer,” 'n manlike klerklike werknemer met minstens vier jaar ervaring;

„klerklike werknemer, manlik, ongekwalifiseer,” 'n manlike klerklike werknemer met minder as vier jaar ervaring;

„klerklike werknemer, vroulik, gekwalifiseer,” 'n vroulike klerklike werknemer met minstens drie jaar ervaring;

„klerklike werknemer, vroulik, ongekwalifiseer,” 'n vroulike klerklike werknemer met minder as drie jaar ervaring;

„Raad”, die „National Industrial Council for the Dairy Industry”;

## SCHEDULE.

## NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY.

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the—

Dairy Products Manufacturers' Association

(hereinafter called “the employers' organisation”), on the one part, and the—

National Union of Dairy Industry Employees

and the

S.A. National Cheesemakers' Union

(hereinafter called “the employees” or “the trade unions”), of the other part being parties to the National Industrial Council for the Dairy Industry.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Union of South Africa by all employers who are members of the employers' organisation and are engaged in the Dairy Industry and by all members of the trade unions who are employed in that industry and for whom wages are prescribed in this Agreement, provided, however, that the provisions of this Agreement shall not apply to—

(a) motor vehicle drivers in rural areas, as defined in this Agreement;

(b) labourers in semi-urban and rural areas, as defined in this Agreement; and

(c) clerical employees on Head Office or Regional Office staffs, wholly or mainly performing work falling outside the scope of this Agreement.

(2) Notwithstanding the foregoing, the provisions of this Agreement, other than clauses 4(2), 6, 7 and 9 thereof shall not apply to any employee in receipt of a wage of £45 or more per month, provided that the aforesaid clauses 6, 7 and 9 shall not apply to any employee occupying a managerial or like supervisory capacity, irrespective of the duties discharged by him, if he is in receipt of a wage at a rate of £45 or more per month.

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force until 31st December, 1951, or such other date as the Minister may determine.

## 3. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act and any reference to an Act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“agent” means a person appointed by the Council to carry out duties on behalf of the Council;

“assistant cheesemaker” means a qualified employee who assists the cheesemaker in the performance of his duties and who may act for him in his absence;

“buttermaker” means a qualified employee who is responsible for the making of butter in a creamery;

“butterwrapper” means a female employee engaged in the wrapping of butter;

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

“cheesemaker” means a qualified employee who is responsible for the making of cheese in a cheese factory;

“clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator;

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

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

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

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

“Council” means the National Industrial Council for the Dairy Industry;

„roomgradeerder”, ’n gekwalifiseerde werknemer wat verantwoordelik is vir die gradeer, neutraliseer en pasteuriseer van room;

„roomtoetser” ’n gekwalifiseerde werknemer wat verantwoordelik is vir die toets van room;

„suiwelnywerheid” die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van vervaardiging van botter en/of kaas;

„dag”, die tydperk van vier-en-twintig uur gereken van die tyd waarop die werknemer met sy werk begin;

„ingenieur”, ’n werknemer wat in ’n inrigting toerusting en masjinerie oprig, of installeer, en wat verantwoordelik is vir die onderhoud en behoorlike werking daarvan en wat in besit is van ’n bevoegdheidsertifikaat wat deur die Raad uitgereik is, of wat ’n erkende tydperk van vakleerlingskap uitgedien het;

„inrigting”, alle persele, of gedeeltes van persele, waarin, of waarop, drie of meer persone in diens is in verband met die verrigting van enigene van die werksaamhede soos genoem in die woordbepaling van „suiwelnywerheid”;

„ervaring”, met betrekking tot—

(a) ’n klerklike werknemer, die totale tydperk, of tydperke, van diens wat daardie werknemer het as klerklike werknemer, ongeag die bedryf waarin daardie ervaring verkry is;

(b) ander werknemers, die totale tydperk, of tydperke, van diens wat daardie werknemer het in die besondere soort werk wat hy verrig;

met dien verstande dat in die geval van ’n leerlingbottermaker, of ’n leerling-kaasmaker, die voltooiing van ’n voorgeskrewe, en deur die Raad erkende, kursus in suiwelbereiding, op aanbeveling van die Superintendent van Suiwelbereiding, Unie-Departement van Landbou, beskou moet word as gelykstaande aan een, of twee, jaar ondervinding na gelang van die tyd wat die besondere kursus geduur het;

„arbeider”, ’n werknemer wat een, of meer, van die volgende werksaamhede verrig, of pligte vervul:—

- (1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, gerei, werktuie, masjinerie, filterperse, of ander, artikels, skoonmaak en/of was;
- (2) olie en smeer van voertuie, behalwe motorvoertuie;
- (3) rantsoene kook, of tee, of soortgelyke drankke maak en bedien;
- (4) bottels, blikke, skottelgoed, of ander houers met die hand was en voer aan en/of afneem van masjiene wat kanne was;
- (5) briewe, boodskappe, of goedere te voet, of per fiets, driewieler, of handvoertuig aflewer;
- (6) vure maak en aan die brand hou, of trek, of verwyder van afval, of as;
- (7) laai, of aflaai, optel, dra, verplaas, of stapel van goedere, of ander los toebehore;
- (8) help by afleweringvoertuie en/of dierevoertuie bestuur;
- (9) ’n handvoertuig, of -trok, stoot of trek;
- (10) melk- of roomkanne oopmaak en hulle inhoud roer en uitgooi;
- (11) deure, vensters, boligte, kiste, sakke, bale, dromme, of ander pakkette oopmaak, afsluit, of toemaak;
- (12) losmaak van duie, met die hand en/of masjiene vas- of toespyker, inmekaar sit en spyker van bakke, kratte of kiste uit duie, of klaargemaakte materiaal;
- (13) met die hand bakke, kratte, of kiste herstel;
- (14) kiste vasbind, drade, of bande omsit;
- (15) kanne, kiste, sakke, kartonhouers, of ander houers merk, of sjaboneer (maar nie met die hand adresseer nie), of aansit van klaargeadresseerde etikette, of plaatjies, aan kanne, kiste, sakke, kartonhouers, dromme, of ander pakkette;
- (16) tuinmaak (onder toesig plant, graaf, hark, grassny, spreid, meng, waterlei); paaie of strate vee;
- (17) diere oppas, drywe, voer, of versorg;
- (18) met die hand uitpak, of oopmaak van riffelvels- bord- of soortgelyke houers;
- (19) houers, of papier vou;
- (20) met die hand afsluitvoerings, skyfies, of ringe in deksels en/of blikke, of ander houers sit;
- (21) goedere van gelyke grootte en getal inpak in houers wat spesiaal gemaak is om daardie goedere te bevat;
- (22) gebuigde flense van kanne regbuig;
- (23) met die hand etiketteer van kanne of houers;
- (24) met die hand, of met ’n handmasjiene, kroondoppe, kurke, of ander proppe, of afsluiters in of op bottels, of kanne sit;
- (25) voer aan, of afneem van lopende bande of ver-voeders;
- (26) met die hand vul, of leegmaak, van blikke, vate, sakke, bottels, of ander houers;
- (27) oopmaak, of toemaak van krane, of kleppe (onder toesig);
- (28) afweeg op ’n gestelde skaal;

„cream grader” means a qualified employee who is responsible for the grading, neutralisation and pasteurisation of cream;

„cream tester” means a qualified employee who is responsible for the testing of cream;

„Dairy Industry” shall mean the industry in which employers employees are associated for the purpose of manufacturing butter and/or cheese;

„day” means the period of twenty-four hours calculated from the time the employee commences work;

„engineer” means an engineer who erects or installs plant and machinery in an establishment and is responsible for their maintenance and proper working and who holds a certificate of competence from the Council or who has served a recognised period of apprenticeship;

„establishment” means any premises or portion of premises in or on which three or more persons are employed in any of the operations enumerated in the definition of „Dairy Industry”;

„experience” means in relation to—

(a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee irrespective of the trade in which such experience was gained;

(b) other employees, the total period or periods of employment which any such employee has had in the particular work on which he is engaged;

provided that in the case of a learner buttermaker or a learner cheesemaker, the completion of a prescribed course in dairying recognised by the Council, on the recommendation of the Superintendent of Dairying, Union Department of Agriculture, shall be deemed to be equivalent to one or two years’ experience according to the duration of the particular course;

„labourer” means an employee engaged in one or more of the following capacities or operations:—

- (1) Cleaning and/or washing premises, vehicles, tools, cream or milk cans, furniture, utensils, implements, machinery, filter presses or other articles;
- (2) oiling and greasing vehicles other than motor vehicles;
- (3) cooking rations, making and serving tea or similar beverages;
- (4) washing bottles, tins, dishes or other containers by hand and charging and/or discharging can washing machines;
- (5) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle, or hand propelled vehicles;
- (6) making and maintaining or drawing fires or removing refuse or ashes;
- (7) loading or unloading, lifting, carrying, moving or stacking goods, or other movables;
- (8) assisting on delivery vehicles and/or driving animal-drawn vehicles;
- (9) pushing or pulling any manually propelled vehicle or truck;
- (10) opening milk or cream cans, stirring and emptying their contents;
- (11) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (12) loosening shooks, assembling and nailing by hand and/or machine, trays, crates, or boxes from shooks or ready prepared materials;
- (13) repairing trays, crates or boxes by hand;
- (14) binding, wiring or strapping boxes or other containers;
- (15) stencilling or marking (but not addressing by hand) cans, boxes, bags, cartons or other containers or affixing ready addressed labels or plates to cans, boxes, bags, cartons, drums or other packages;
- (16) gardening work (planting under supervision, digging, raking, mowing, spreading, mixing, watering); sweeping roads or paths;
- (17) herding, driving, feeding or tending animals;
- (18) unpacking or opening up corrugated fibre board or similar containers by hand;
- (19) folding containers or paper;
- (20) inserting liners, discs or rings into lids and/or tins or other containers by hand;
- (21) packing articles of a uniform size and number into containers specially made to contain such articles;
- (22) straightening bent flanges of cans;
- (23) fixing labels by hand to tins or containers;
- (24) crowning, corking or placing any other stopper or closer on bottles or jars by hand or hand-operated machine;
- (25) feeding into and/or taking off from machines, belts or conveyors;
- (26) filling or emptying tins, casks, bags, bottles or other containers by hand;
- (27) opening or closing cocks or valves (under supervision);
- (28) weighing to a set scale;

- (29) rubberstempels opdruk;
- (30) met die hand sif en/of voer aan, en leegmaak van, sifmasjiën;
- (31) met die hand vergruis, maal en/of aan vergruis- en maalmasjiën voer en leegmaak;
- (32) bedien van 'n handhyswerktuig;
- (33) uitskep;
- (34) stoomverhitting van dromme en/of pype;
- (35) met die hand roer, of 'n mengmasjiën bedien;
- (36) voer aan, of afneem van, 'n kisendrukmasjiën;
- (37) oppas van persele, geboue, hekke, of ander eiendom;
- „leerling-bottermaker”, 'n werknemer wat botter maak en/of room toets en/of room gradeer onder toesig van 'n bottermaker;
- „leerling-kaasmaker”, 'n werknemer wat kaas maak onder toesig van 'n kaasmaker;
- „masjiënhandlanger”, 'n werknemer wat toerusting en masjinerie oprig, of installeer en wat klein herstellings en verstellings aan masjiene, installasie, geboue, of ander toerusting verrig;
- „motorvoertuigbestuurder”, 'n werknemer wat 'n motorvoertuig bestuur en wat verantwoordelik is vir die laai en aflaai van die voertuig en vir die hou van sodanige aantekeninge as wat vereis word en vir die doen van lopende herstellings aan die voertuig onder sy beheer;
- „produksie-omvang”, die gemiddelde jaarlikse produksie van botter en/of kaas (groengewig) van 'n inrigting gedurende die voorafgaande drie kalenderjare vervaardig; vir die doeleindes van hierdie woordbepaling, word elke pond room, of elke gelling melk, wat by so'n inrigting ontvang word, maar wat nie aldaar gebruik word om botter, of kaas, te vervaardig nie, na gelang van die geval beskou as gelykstaande met een pond botter, of een pond kaas; 'n deur die Raad uitgereikte sertifikaat wat die gemiddelde jaarlikse produksie van 'n werkgewer aantoon, moet as afdoende beskou word ten opsigte van sodanige werkgewer;
- „oortyd”, dié gedeelte van 'n tydperk wat 'n werknemer vir sy werkgewer werk en wat meer is as die normale ure soos bepaal in artikel 6 van hierdie Ooreenkoms;
- „gekwalifiseerde werknemer”, met betrekking tot werknemers in die klasse genoem in die volgende tabel, 'n werknemer wat in besit is van die sertifikaat, of sertifikate, gespesifiseer teenoor sodanige klas en wat uitgereik is kragtens die Zuivelnijverheid Wet, No. 16 van 1918 en die Wet op die Beheer van die Suivelnywerheid, No. 35 van 1930:—

## Klas werknemer.

## Sertifikaat vereis.

- |                                                                                |                                                   |
|--------------------------------------------------------------------------------|---------------------------------------------------|
| (1) Bottermaker.....                                                           | Roomgradering- en roomtoetsertifikaat.            |
| (2) Roomgradeerder.....                                                        | Roomgraderingsertifikaat.                         |
| (3) Roomtoetser.....                                                           | Roomtoetsertifikaat.                              |
| (4) Kaasmaker, assistentkaasmaker, tweede assistentkaasmaker en afloskaasmaker | Sertifikaat van bevoegdheid in die maak van kaas. |

- „afloskaasmaker”, 'n gekwalifiseerde werknemer wat nie gereeld by dieselfde inrigting in diens is nie, wat vir die kaasmaker waarneem, of hom aflos gedurende die afwesigheid van laasgenoemde;
- „besoldiging”, alle betalings in kontant of in natura, of beide in kontant en natura, wat aan 'n persoon gedoen word of verskuldig is en wat op watter wyse ook uit diensverrigting ontstaan, en „besoldig” het dieselfde betekenis;
- „tweede assistent-kaasmaker” 'n gekwalifiseerde werknemer wat die kaasmaker en/of die assistent-kaasmaker met die verrigting van sy of hulle werk behulpsaam is en wat vir of namens hom of hulle in sy of hulle afwesigheid kan optree;
- „korttyd”, 'n tydelike vermindering van die getal gewone werkure as gevolg van bedryfslaptes, tekort aan grondstowwe of vervoer, ongunstige weersomstandighede, of 'n algehele ontwrigting van installasie, of masjinerie veroorsaak deur ongeluk, of onvoorsiene noodgeval;
- „werkdag”, met betrekking tot elke werknemer, die tydperk wat op 'n dag gewerk word gereken vanaf die tydstop wat die betrokke werknemer begin werk tot die tydstop waarop hy sy werk vir daardie dag staak;
- „loon”, daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word vir die gewone werkure soos bepaal in klousule 6 (1) hiervan;

(2) Vir indeling van 'n werknemer vir die doel van hierdie Ooreenkoms, moet dit beskou word dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Gebiede.—Vir die doeleindes van hierdie Ooreenkoms, beteken—

„stedelike gebiede”—

- (a) die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Pretoria in die provinsie Transvaal;
- (b) die magistraatsdistrikte Durban, Pinetown, en Pietermaritzburg in die Provinsie Natal;

- (29) rubber stamping;
- (30) sieving by hand and/or feeding and emptying sieving machine;
- (31) grinding, milling by hand and/or feeding and emptying grinding and milling machine;
- (32) operating a hand hoist;
- (33) ladling;
- (34) steam heating drums and/or pipes;
- (35) stirring by hand or operating a mixing machine;
- (36) feeding and emptying a box-end printing machine;
- (37) guarding premises, buildings, gates or other property;

„learner buttermaker” means an employee engaged in making butter and/or in testing and/or grading cream, under the supervision of a buttermaker;

„learner cheesemaker” means an employee engaged in making cheese under the supervision of a cheesemaker;

„machine handyman” means an employee who erects or installs plant and is engaged in making minor repairs and adjustments to machinery, plant, buildings, or other equipment;

„motor vehicle driver” means an employee who is engaged in driving a motor vehicle and is responsible for the loading and unloading of the vehicle and for the keeping of such records as may be required and for the making and running repairs to the vehicle in his charge;

„output range” means the average annual production of butter and/or cheese (green weight) manufactured in an establishment during the preceding three calendar years; for the purpose of this definition, every pound of cream or every gallon of milk received at an establishment, but not used thereat for the manufacture of butter or cheese, shall be deemed to be the equivalent of one pound of butter or one pound of cheese, as the case may be; a certificate issued by the Council as to the average annual production of any employer shall be deemed to be conclusive in relation to such employer;

„overtime” means the portion of any period during which an employee works for his employer which is in excess of the ordinary hours laid down in clause 6 of this Agreement;

„qualified employee” means, in relation to employees of the classes mentioned in the following table an employee who holds the certificate/s specified opposite such class and issued in terms of the Dairy Industry Act, No. 16 of 1918 and the Dairy Industry Control Act, No. 35 of 1930:—

## Class of Employee.

## Certificate Required.

- |                                                                                                |                                             |
|------------------------------------------------------------------------------------------------|---------------------------------------------|
| (1) Buttermaker.....                                                                           | Certificate to grade and test cream.        |
| (2) Cream-grader.....                                                                          | Certificate to grade cream.                 |
| (3) Cream-tester.....                                                                          | Certificate to test cream.                  |
| (4) Cheesemaker, assistant cheesemaker, second assistant cheesemaker and relieving cheesemaker | Certificate of proficiency in cheesemaking. |

„relieving cheesemaker” means a qualified employee not regularly engaged in the same establishment who acts for or relieves a cheesemaker during the absence of the latter;

„remuneration” means any payments in money or in kind or both in money and in kind made or owing to any person, which arises in any manner whatsoever out of employment; and „remunerate” has a corresponding meaning.

„second assistant cheesemaker” means a qualified employee who assists the cheesemaker and/or assistant cheesemaker in the performance of his or their duties and who may act for him or them in his or their absence;

„short time” means a temporary reduction in the number of hours of work due to slackness of trade, shortage of raw material or transport, vagaries of the weather or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

„spreadover” in relation to any employee, means the period in any one day reckoned from the time when such employee begins work to the time when he ceases work for that day;

„wage” means that portion of the remuneration laid down in clause 4 (1) of this Agreement payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) hereof.

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

(3) Areas.—For the purpose of this Agreement—

„urban areas” mean—

- (a) the Magisterial Districts of Krugersdorp, Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Pretoria in the Transvaal;
- (b) the Magisterial Districts of Durban, Pinetown and Pietermaritzburg in Natal;

- (c) die magistraatsdistrik Bloemfontein in die Oranje-Vrystaat; en
- (d) die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Port Elizabeth en Oos-Londen en die munisipale gebied Kimberley in die Kaapprovinsie; „half-stedelike gebiede”, alle munisipale gebiede, behalwe die wat onder stedelike gebiede ingesluit is; en „plattelandse gebiede”, alle gebiede wat nie onder stedelike of as half-stedelike gebiede ingesluit is nie.

## 4. BESOLDIGING.

(1) Die minimum maandloon wat 'n werkgewer aan elke lid van die ondergenoemde klasse werknemers moet betaal, is as volg:—

| Klas werknemer.                                                                                                                                                                                              | Maandloon. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                                                                                                                                              | £ s. d.    |
| (i) Bottermaker.....                                                                                                                                                                                         | 35 0 0     |
| Na 3 jaar ervaring.....                                                                                                                                                                                      | 37 10 0    |
| Na 6 jaar ervaring.....                                                                                                                                                                                      | 40 0 0     |
| (ii) Roomgradeerder.....                                                                                                                                                                                     | 32 10 0    |
| (iii) Kaasmaker.....                                                                                                                                                                                         | 30 0 0     |
| Na 3 jaar ervaring.....                                                                                                                                                                                      | 32 10 0    |
| Na 6 jaar ervaring.....                                                                                                                                                                                      | 35 0 0     |
| (iv) Ingenieur.....                                                                                                                                                                                          | 30 0 0     |
| (v) Afios-kaasmaker [sien ook subartikel (4) hiervan].....                                                                                                                                                   | 25 0 0     |
| (vi) Assistent-kaasmaker.....                                                                                                                                                                                | 25 0 0     |
| (vii) Tweede assistent-kaasmaker.....                                                                                                                                                                        | 20 0 0     |
| (viii) Roomtoetsers—                                                                                                                                                                                         |            |
| Gedurende eerste jaar ervaring.....                                                                                                                                                                          | 17 10 0    |
| Gedurende tweede jaar ervaring.....                                                                                                                                                                          | 20 0 0     |
| Gedurende derde jaar ervaring.....                                                                                                                                                                           | 22 10 0    |
| Gedurende vierde jaar ervaring.....                                                                                                                                                                          | 25 0 0     |
| Daarna.....                                                                                                                                                                                                  | 27 10 0    |
| (ix) Leerling-bottermaker en leerling-kaasmaker—                                                                                                                                                             |            |
| Gedurende eerste jaar ervaring.....                                                                                                                                                                          | 12 10 0    |
| Gedurende tweede jaar ervaring.....                                                                                                                                                                          | 15 0 0     |
| Gedurende derde jaar ervaring.....                                                                                                                                                                           | 17 10 0    |
| Daarna.....                                                                                                                                                                                                  | 20 0 0     |
| (x) Masjienhandlanger.....                                                                                                                                                                                   | 20 0 0     |
| (xi) Klerklike werknemer—                                                                                                                                                                                    |            |
| Manlik, gekwalifiseer.....                                                                                                                                                                                   | 20 0 0     |
| Manlik, ongekwalifiseer—                                                                                                                                                                                     |            |
| Gedurende eerste jaar ervaring.....                                                                                                                                                                          | 10 0 0     |
| Gedurende tweede jaar ervaring.....                                                                                                                                                                          | 12 10 0    |
| Gedurende derde jaar ervaring.....                                                                                                                                                                           | 15 0 0     |
| Gedurende vierde jaar ervaring.....                                                                                                                                                                          | 17 10 0    |
| Vroulik, gekwalifiseer.....                                                                                                                                                                                  | 15 0 0     |
| Vroulik, ongekwalifiseer—                                                                                                                                                                                    |            |
| Gedurende eerste jaar ervaring.....                                                                                                                                                                          | 8 15 0     |
| Gedurende tweede jaar ervaring.....                                                                                                                                                                          | 10 0 0     |
| Gedurende derde jaar ervaring.....                                                                                                                                                                           | 12 10 0    |
| (xii) Bottertoedraaier, vroulik, in diens in—                                                                                                                                                                |            |
| (a) Stedelike gebiede.....                                                                                                                                                                                   | 10 0 0     |
| (b) Halfstedelike gebiede.....                                                                                                                                                                               | 8 15 0     |
| (c) Plattelandse gebiede.....                                                                                                                                                                                | 7 10 0     |
| (xiii) Motorvoertuigbestuurder, in diens in—                                                                                                                                                                 |            |
| (a) Stedelike gebiede.....                                                                                                                                                                                   | 17 10 0    |
| (b) Halfstedelike gebiede—                                                                                                                                                                                   |            |
| Gedurende eerste jaar ervaring.....                                                                                                                                                                          | 15 0 0     |
| Na eerste jaar ervaring.....                                                                                                                                                                                 | 17 10 0    |
| (xiv) Arbeiders in diens in stedelike gebiede—                                                                                                                                                               |            |
| (a) Van 'n ouderdom van 18 jaar of ouer... 5 19 2                                                                                                                                                            |            |
| (b) Onder die ouderdom van 18 jaar..... 4 15 4                                                                                                                                                               |            |
| (xv) Werknemers nie elders hierin gespesifiseer nie, wat in diens is in—                                                                                                                                     |            |
| (a) Stedelike gebiede..... 7 0 10                                                                                                                                                                            |            |
| (b) Halfstedelike gebiede..... 5 8 4                                                                                                                                                                         |            |
| (c) Plattelandse gebiede..... 4 6 8                                                                                                                                                                          |            |
| (xvi) Los werknemers, vir elke dag, of gedeelte van 'n dag, eendertigste van die maandloon voorgeskryf vir 'n werknemer wat dieselfde soort werk doen as wat van die los werknemer vereis word om te verrig. |            |

(2) *Lewenskostetoelae.*—Behalwe die lone hierin voorgeskryf, moet elke werkgewer aan sy werknemers lewenskostetoelae betaal soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat elke werknemer wie se besoldiging meer as £2 per week; of £8. 13s. 4d. per maand bedra, 'n lewenskostetoelae bereken op sy gewone maandelikse besoldiging, betaal moet word ooreenkomstig die volgende tabel:—

| Totale maandelikse loon.                         | Maandelikse lewenskostetoelae. |
|--------------------------------------------------|--------------------------------|
|                                                  | £ s. d.                        |
| Meer as—                                         |                                |
| £8. 13s. 4d., maar nie meer as £9. 15s. 0d....   | 4 13 11                        |
| £9. 15s. 0d., maar nie meer as £10. 16s. 8d....  | 5 1 1                          |
| £10. 16s. 8d., maar nie meer as £11. 18s. 4d.... | 5 8 4                          |
| £11. 18s. 4d., maar nie meer as £13. 0s. 0d....  | 5 11 11                        |
| £13. 0s. 0d., maar nie meer as £14. 1s. 8d....   | 5 15 7                         |
| £14. 1s. 8d., maar nie meer as £15. 3s. 4d....   | 5 19 2                         |
| £15. 3s. 4d., maar nie meer as £16. 5s. 0d....   | 6 2 9                          |
| £16. 5s. 0d., maar nie meer as £17. 6s. 8d....   | 6 6 5                          |
| £17. 6s. 8d.....                                 | 6 10 0                         |

- (c) the Magisterial District of Bloemfontein in the Orange Free State; and
- (d) the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Port Elizabeth and East London and the municipal area of Kimberley in the Cape Province;
- “semi-urban areas” mean all municipal areas other than those included under urban areas; and
- “rural areas” mean all areas not included under either urban areas or semi-urban areas.

## 4. REMUNERATION.

(1) The minimum monthly wage which shall be paid by an employer to each member of the undermentioned classes of his employees, shall be at the rate as set out hereunder:—

| Class of Employee.                                                                                                                                                                                                | Wage per Month. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|                                                                                                                                                                                                                   | £ s. d.         |
| (i) Buttermaker.....                                                                                                                                                                                              | 35 0 0          |
| After 3 years' of experience.....                                                                                                                                                                                 | 37 10 0         |
| After 6 years' of experience.....                                                                                                                                                                                 | 40 0 0          |
| (ii) Cream-grader.....                                                                                                                                                                                            | 32 10 0         |
| (iii) Cheesemaker.....                                                                                                                                                                                            | 30 0 0          |
| After 3 years' of experience.....                                                                                                                                                                                 | 32 10 0         |
| After 6 years' of experience.....                                                                                                                                                                                 | 35 0 0          |
| (iv) Engineer.....                                                                                                                                                                                                | 30 0 0          |
| (v) Relieving cheesemaker [see also sub-clause (4) hereof].....                                                                                                                                                   | 25 0 0          |
| (vi) Assistant cheesemaker.....                                                                                                                                                                                   | 25 0 0          |
| (vii) Second assistant cheesemaker.....                                                                                                                                                                           | 20 0 0          |
| (viii) Cream-tester—                                                                                                                                                                                              |                 |
| During first year of experience.....                                                                                                                                                                              | 17 10 0         |
| During second year of experience.....                                                                                                                                                                             | 20 0 0          |
| During third year of experience.....                                                                                                                                                                              | 22 10 0         |
| During fourth year of experience.....                                                                                                                                                                             | 25 0 0          |
| After fourth year of experience.....                                                                                                                                                                              | 27 10 0         |
| (ix) Learner buttermaker and learner cheesemaker—                                                                                                                                                                 |                 |
| During first year of experience.....                                                                                                                                                                              | 12 10 0         |
| During second year of experience.....                                                                                                                                                                             | 15 0 0          |
| During third year of experience.....                                                                                                                                                                              | 17 10 0         |
| After third year of experience.....                                                                                                                                                                               | 20 0 0          |
| (x) Machine handyman.....                                                                                                                                                                                         | 20 0 0          |
| (xi) Clerical employee—                                                                                                                                                                                           |                 |
| Male, qualified.....                                                                                                                                                                                              | 20 0 0          |
| Male, unqualified—                                                                                                                                                                                                |                 |
| During first year of experience.....                                                                                                                                                                              | 10 0 0          |
| During second year of experience.....                                                                                                                                                                             | 12 10 0         |
| During third year of experience.....                                                                                                                                                                              | 15 0 0          |
| During fourth year of experience.....                                                                                                                                                                             | 17 10 0         |
| Female, qualified.....                                                                                                                                                                                            | 15 0 0          |
| Female, unqualified—                                                                                                                                                                                              |                 |
| During first year of experience.....                                                                                                                                                                              | 8 15 0          |
| During second year of experience.....                                                                                                                                                                             | 10 0 0          |
| During third year of experience.....                                                                                                                                                                              | 12 10 0         |
| (xii) Butterwrapper, female, engaged in—                                                                                                                                                                          |                 |
| (a) Urban areas.....                                                                                                                                                                                              | 10 0 0          |
| (b) Semi-urban areas.....                                                                                                                                                                                         | 8 15 0          |
| (c) Rural areas.....                                                                                                                                                                                              | 7 10 0          |
| (xiii) Motor vehicle driver, engaged in—                                                                                                                                                                          |                 |
| (a) Urban areas.....                                                                                                                                                                                              | 17 10 0         |
| (b) Semi-urban areas—                                                                                                                                                                                             |                 |
| During first year of experience.....                                                                                                                                                                              | 15 0 0          |
| After first year of experience.....                                                                                                                                                                               | 17 10 0         |
| (xiv) Labourer, engaged in urban areas—                                                                                                                                                                           |                 |
| (a) Of the age of 18 years or over.....                                                                                                                                                                           | 5 19 2          |
| (b) Under the age of 18 years.....                                                                                                                                                                                | 4 15 4          |
| (xv) Employees not elsewhere specified herein, who are engaged in—                                                                                                                                                |                 |
| (a) Urban areas.....                                                                                                                                                                                              | 7 0 10          |
| (b) Semi-urban areas.....                                                                                                                                                                                         | 5 8 4           |
| (c) Rural areas.....                                                                                                                                                                                              | 4 6 8           |
| (xvi) Casual employee, for each day or part of a day of employment, one-thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform. |                 |

(2) *Cost of Living Allowance.*—In addition to the wages herein prescribed, every employer shall pay his employee cost of living allowances as laid down in War Measure No. 43 of 1942, as amended from time to time, provided that each employee whose wage exceeds £2 per week or £8. 13s. 4d. per month, shall be paid a cost of living allowance calculated on his ordinary monthly wage in accordance with the following table:—

| Total Monthly Wage.                                | Monthly Cost of Living Allowance. |
|----------------------------------------------------|-----------------------------------|
|                                                    | £ s. d.                           |
| Above £8. 13s. 4d., but not exceeding £9. 15s. 0d. | 4 13 11                           |
| £9. 15s. 0d., but not exceeding £10. 16s. 8d.      | 5 1 1                             |
| £10. 16s. 8d., but not exceeding £11. 18s. 4d.     | 5 8 4                             |
| £11. 18s. 4d., but not exceeding £13. 0s. 0d.      | 5 11 11                           |
| £13. 0s. 0d., but not exceeding £14. 1s. 8d.       | 5 15 7                            |
| £14. 1s. 8d., but not exceeding £15. 3s. 4d.       | 5 19 2                            |
| £15. 3s. 4d., but not exceeding £16. 5s. 0d.       | 6 2 9                             |
| £16. 5s. 0d., but not exceeding £17. 6s. 8d.       | 6 6 5                             |
| £17. 6s. 8d.....                                   | 6 10 0                            |

met dien verstande, dat indien die gewone maandelikse loon plus lewenskostoelae wat daarop aan enige werknemer kragtens hierdie bepaling betaal moet word, meer as £78 per maand bedra, die maandelikse toelae wat aan daardie werknemer betaal moet word, 'n bedrag moet wees wat gelyk is aan die verskil tussen die genoemde loon en £78. Alle lewenskostoelae moet gebaseer wees op die lone van werknemers voordat engeen van die kortings, soos genoem in klousule 5 (6), daarvan afgetrek is. Die lewenskostoelae wat aan 'n werknemer betaal word, moet nooit minder wees as wat in Oorlogsmaatregel No. 43 van 1942, vasgestel is nie.

(3) *Weekloon, dagloon of uurloon.*—Vir die doeleindes van hierdie Ooreenkoms word—

(a) die weekloon van 'n werknemer, behalwe 'n los werknemer, bereken deur sy gewone maandloon te deel deur vier-en-een-derde; en

(b) die dagloon van 'n werknemer, behalwe 'n los werknemer, bereken deur sy weekloon, soos volgens (a) hierbo bepaal, te vermenigvuldig met die getal ure wat deur hom op 'n volle dag gewerk word, gedeel deur die gewone getal ure wat daardie werknemer per week werk.

(c) die uurloon van 'n werknemer, behalwe 'n los werknemer, bereken deur sy weekloon, soos vasgestel ooreenkomstig (a) hierbo, deur 46 (ses-en-veertig) te deel.

(4) *Aflos-kaasmaker.*—Behalwe die loon soos voorgeskryf vir 'n afloskaasmaker, moet 'n werknemer wat aldus werksaam is, wanneer van hom vereis word om by 'n ander inrigting te gaan werk, deur die betrokke werkgewer voorsien word van vervoer, of moet aan hom redelike reiskoste na en van daardie inrigting betaal word, en terwyl hy aldaar werksaam is, moet aan hom kosteloos losies en inwoning verskaf word.

(5) *Verantwoordelikheidstoelae.*—Indien van 'n werknemer in enigeen van die ondergenoemde klasse vereis word om enigeen van die werksaamhede van 'n bestuurders-aard te verrig bo en behalwe die werksaamhede wat gewoonlik verbonde is aan die bepaalde soort werk wat hy gewoonlik of hoofsaaklik doen, moet aan hom, behalwe die loon soos hierin voorgeskryf, 'n spesiale toelae, teen die tariewe soos hieronder uiteengesit, deur sy werkgewer betaal word:—

Per maand.

£ s. d.

(a) Bottermakers en/of roomgradeers..... 10 0 0

(b) Kaasmakers in diens in inrigtings met 'n produksie-omvang van—

(i) Meer as 150,000 tot en met 200,000 lb..... 2 10 0

(ii) Meer as 200,000 tot en met 500,000 lb..... 5 0 0

(iii) Meer as 500,000 lb..... 7 10 0

'n Werkgewer moet op versoek van die Raad die produksie-omvang van sy inrigting aan die Raad voorlê vir sertifisering en na die Raad behoorlike ondersoek ingestel het, moet sy sertifikaat vir die doeleindes hiervan as finaal beskou word; indien versuim word om so'n opgawe binne een kalendermaand na die Raad se versoek, of binne sodanige langer tydperk wat die Raad na goeddunke kan vastel, in te dien, dan moet dit beskou word dat die produksie-omvang meer as 500,000 lb. is.

(6) *Bestaan lene mag nie verlaag word nie.*—Niks wat in hierdie Ooreenkoms voorkom, kan dien om die loon wat te enige tyd aan 'n werknemer betaal is, of waarop hy geregtig was voor die datum van inwerkingtreding van hierdie Ooreenkoms, te verlaag nie.

(7) *Verskillende lone.*—As van 'n werknemer in een klas vereis word om gedurende 'n dag, of vir meer as 'n uur gedurende 'n dag, werk van 'n ander klas waarvoor teen 'n hoër skaal betaal moet word, te verrig, moet hy vir daardie dag teen die hoër skaal betaal word.

##### 5. BETALING VAN BESOLDIGING.

(1) *Besoldiging maandeliks, of weekliks, betaalbaar.*—Die besoldiging van werknemers, is maandeliks, of weekliks, verskuldig en betaalbaar na keuse van die werkgewer, of soos wedersyds tussen hom en sy werknemer ooreengekom word; met dien verstande dat die besoldiging van 'n los werknemer, of 'n werknemer wie se diens eindig voor die gewone betaaldag, aan hom betaal moet word by beëindiging van sy diens. Besoldiging moet uiterlik drie dae na beëindiging van elke voltooide tydperk ten opsigte waarvan besoldiging betaalbaar is, betaal word.

(2) *Premies.*—Geen betaling vir die werkverskaffing aan, of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer gedoen, of deur hom aangeneem word nie.

(3) *Aankoop van goedere.*—'n Werkgewer kan nie van 'n werknemer vereis om van hom, of van 'n winkel, of persoon wat hy aanwys, goedere te koop nie.

(4) *Kos en huisvesting.*—Behoudens soos andersins in hierdie Ooreenkoms, of in enige wet bepaal, kan 'n werkgewer nie van sy werknemer vereis om van hom, of van enige persoon, of plek wat hy aanwys kos en/of huisvesting aan te neem nie.

(5) *Boetes en kortings.*—'n Werkgewer kan hoegenaamd geen kortings van die bedrag aan sy werknemer verskuldig, aftrek, of toelaat dat dit afgetrek word nie, behalwe die volgende:—

(a) As 'n werknemer van sy werk afwesig is, behalwe op betaalde vakansiedae waarvoor in klousule 9 van hierdie Ooreenkoms voorsiening gemaak word 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid.

Provided that, if the ordinary monthly wage plus cost of living allowance payable thereon to any employee in terms hereof is at a rate which exceeds £78 per month, the monthly allowance payable to such employee shall be an amount equal to the difference between the said wage and £78. All cost of living allowances shall be based on the wages of employees before any deductions referred to in clause 5 (6) have been made therefrom. The cost of living allowance paid to an employee shall at no time be less than that laid down in War Measure No. 43 of 1942.

(3) *Weekly, Daily or Hourly Wage.*—For the purpose of this Agreement—

(a) the weekly wage of an employee, other than a casual employee, shall be calculated by dividing his ordinary monthly wage by four and one-third; and

(b) the daily wage of an employee, other than a casual employee, shall be calculated by multiplying his weekly wage determined as per (a) above by the number of hours worked by him on a full day, divided by the number of ordinary hours per week worked by such employee;

(c) the hourly wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage determined as per (a) above, by forty-six.

(4) *Relieving Cheesemaker.*—In addition to the wage prescribed for a relieving cheesemaker, an employee so engaged shall, when required to undertake duties at another establishment, be provided by the employer concerned with transport, or be paid reasonable travelling expenses to and from such establishment and while employed thereat shall also be provided free of charge with board and lodging.

(5) *Responsibility Allowances.*—An employee in any of the undermentioned classes, if required to undertake any function of a managerial nature in addition to the duties ordinarily associated with the particular occupation in which he is normally or mainly engaged shall, in addition to the wages herein prescribed, be paid by his employer a special allowance at the rate as set out below:—

Per Month.

£ s. d.

(a) Buttermakers and/or cream-graders..... 10 0 0

(b) Cheesemakers engaged in establishments with output range—

(i) Over 150,000 lb. up to 200,000 lb..... 2 10 0

(ii) Over 200,000 lb. up to 500,000 lb..... 5 0 0

(iii) Over 500,000 lb..... 7 10 0

An employer shall at the request of the Council submit the output range of his establishment to the Council for certification and the certificate of the Council, after due enquiry by it, shall for the purpose hereof be deemed to be final; and failing such return being submitted within one calendar month of the request by the Council to do so or within such longer period as the Council may in its discretion determine, the output range shall be deemed to be over 500,000 lb.

(6) *Existing Wages not to be Reduced.*—Nothing in this Agreement shall operate to reduce the wage which was being paid to or to which an employee was entitled at any time prior to or at the date of commencement of this Agreement.

(7) *Differential Wage.*—Where an employee of one class is required to perform work of another class for which a higher rate is payable, during any day or for more than an hour during such day, he shall be paid at the higher rate for that day.

##### 5. PAYMENT OF REMUNERATION.

(1) *Remuneration Payable Monthly or Weekly.*—The remuneration of employees shall become due and be paid monthly or weekly, as the employer may elect, or as may be mutually agreed upon between him and his employee; provided that a casual employee or an employee whose services have been terminated before the usual pay-day, shall be paid his remuneration on termination of his services. Employees shall be paid in arrear within three days of each completed period for which remuneration accrued.

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

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

(4) *Board and Lodging.*—Save as otherwise provided in this Agreement or as provided in any law, an employer shall not require any employee to board and/or lodge with him or with any person or at any place nominated by him.

(5) *Fines and Deductions.*—No deductions of any description other than the following shall be made or allowed from the amount due to an employee:—

(a) Where an employee is absent from work on days other than paid holidays provided under clause 9 of this Agreement, a *pro rata* amount for the period of such absence.

- (b) Met skriftelike toestemming van sy werknemer, kortings vir verlof, siekte, versekerings-, voorsorg- of pensioenfondse, of vir bydraes aan die fondse van die werknemers-organisasies.
- (c) Bydraes aan die fondse van die Raad kragtens klousule 15 van hierdie Ooreenkoms.
- (d) Elke bedrag wat 'n werkgewer kragtens 'n wet, of kragtens 'n bevel van 'n bevoegde hof, verplig, of toegelaat is om vir, of namens, sy werknemer te betaal.
- (e) Elke bedrag wat toegelaat is, of waarop ooreengekom is, kragtens subklousule (6) hiervan.

(6) *Kortings vir huisvesting en ander voordele.*—As 'n werknemer toestem, of kragtens die bepalings van 'n wet verplig is om enigeen van die voordele waarna hierin verwys word, aan te neem, kan die volgende kortings van sy loon afgetrek word:—

- (a) In die geval van werknemers, behalwe werknemers na wie in paragraaf (b) hiervan verwys word—

- (i) vir huisvesting, of kwartiere, 'n maksimum maandelikse korting van £5;
- (ii) vir rantsoene soos melk, kaas en botter, 'n korting wat die besondere werkgewer se groothandelverkoopprys van die goedere wat verskaf word, nie te bowe gaan nie; en
- (iii) vir brandstof, 'n korting van nie meer as die werkgewer se kosprys daarvan nie.

- (b) In die geval van arbeiders en die klas in klousule 4 (1) omskryf as „werknemers nie elders hierin gespesifiseer nie”, kortings van hoogstens die ondergenoemde bedrae:—

|                               | Per week. | Per maand. |
|-------------------------------|-----------|------------|
|                               | £ s. d.   | £ s. d.    |
| Huisvesting of kwartiere..... | 0 2 0     | 0 8 8      |
| Kos.....                      | 0 4 0     | 0 17 4     |
| Kos en huisvesting.....       | 0 6 0     | 1 6 0      |

#### 6. WERKURE EN OORTYD.

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

- (a) 46 uur in 'n week van hoogstens ses dae; en
- (b) 8 uur op 'n dag.

- (2) *Werkdag.*—Die werkure kan binne hoogstens twaalf uur op 'n dag ingedeel word.

(3) *Etensonderbrekings.*—'n Werknemer moet minstens dertig minute toegestaan word vir elke maaltyd wat binne sy werkure val en geen werknemer mag langer as vyf uur aaneen werk sonder 'n pouse van ten minste een uur nie. Alle etensonderbrekings is inbegrepe in die werkdag, maar kan nie as deel van die gewone werkure, of oortyd beskou word nie; met dien verstande dat vir die doeleindes van hierdie subartikel, werktye wat onderbreek word deur 'n pouse van minder as een uur, as aanenlopend beskou moet word.

(4) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, behalwe 'n motorvoertuigbestuurder, 'n ruspouse van minstens tien minute toestaan so na as moontlik in—

- (a) die middel van die eerste werktydperk op 'n dag; en
- (b) die middel van die tweede werktydperk op 'n dag;

en gedurende sodanige ruspouse kan nie van die werknemer vereis, of hom toegestaan word, om enige werk te verrig nie, en sodanige ruspouse moet beskou word as deel van die gewone werkure te wees.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens soos bepaal in subklousules (3) en (4) hiervan, is alle werkure agtereenvolgend.

(6) *Oortyd.*—(i) Alle tyd wat bo die in subklousule (1) vir 'n dag, of 'n week, voorgeskrewe getal ure gewerk word, word beskou as oortyd te wees.

(ii) Werknemers vir wie in klousule 4 (1) (xiii) lone voorgeskryf word, is slegs op oortydbetaling geregtig indien aan hulle opdrag gegee word om ekstra werk te verrig buite hulle gewone werkure; met dien verstande dat 'n minimum betaling vir twee uur aan 'n werknemer van hierdie klas betaal moet word indien van hom vereis word om ekstra werk te verrig nadat hy afgeteken het.

(7) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer vereis, of hom toestaan, om—

- (a) vir meer as tien uur in 'n week; of
- (b) vir meer as twee uur op 'n dag;

oortyd te werk nie.

(8) *Vroulike werknemers.*—'n Werkgewer kan nie van 'n vroulike werknemer vereis, of haar toestaan om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur te werk nie;
- (c) op 'n dag meer as twee uur oortyd, of op meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure meer as een uur oortyd op 'n dag te werk nie, tensy hy—

- (i) aan sodanige werknemer voor twaalfuur middag daarvan kennis gegee het; of
- (ii) aan sodanige werknemer 'n behoorlike ete verskaf het voordat sodanige oortyd begin; of
- (iii) sodanige werknemer betyds twee sjelings betaal het om haar in staat te stel om 'n behoorlike ete te verkry voordat sodanige oortyd moet begin.

- (b) With the written consent of the employee, deductions for holiday, sick, insurance, provident or pension funds, or for contributions to the funds of the trade unions, in terms of clause 16 of this Agreement.

- (c) Contributions to the funds of the Council, in terms of clause 15 of this Agreement.

- (d) Any amount which an employer, by any law or any order of any competent court is required or permitted to pay for and on behalf of an employee.

- (e) Any amount permitted or agreed to in terms of sub-clause (6) hereof.

(6) *Deductions for Quarters and Other Benefits.*—Whenever an employee agrees or is required in terms of any law to accept any of the benefits herein referred to, the following deductions may be made from his remuneration:—

- (a) In the case of employees other than employees referred to in paragraph (b) hereof—

- (i) for lodging or quarters, a maximum monthly deduction of £5;
- (ii) for rations such as milk, cheese and butter, a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and
- (iii) for fuel, a deduction not exceeding the cost price thereof to the employer.

- (b) In the case of labourers and the class described in clause 4 (1) as “employees not elsewhere specified herein”, a deduction not exceeding the amounts specified hereunder:—

|                          | Per Week. | Per Month. |
|--------------------------|-----------|------------|
|                          | £ s. d.   | £ s. d.    |
| Lodging or quarters..... | 0 2 0     | 0 8 8      |
| Board.....               | 0 4 0     | 0 17 4     |
| Board and Lodging.....   | 0 6 0     | 1 6 0      |

#### 6. HOURS OF WORK AND OVERTIME.

- (1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- (a) 46 hours in any week of not more than six days; and
- (b) 8 hours in any day.

- (2) *Spreadover.*—The spreadover for any one day shall not exceed 12 hours.

(3) *Meal Breaks.*—An employee shall be granted not less than 30 minutes for each meal falling within his hours of work and no employee shall work longer than five hours continuously without an interval of at least one hour. All meal times shall be included in the spreadover but shall not be deemed to be part of the ordinary hours of work or overtime; provided that for the purposes of this sub-clause, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees, other than a motor vehicle driver, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) in the middle of each first work period in a day; and
- (b) in the middle of each second work period in a day;

and during such rest interval an employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) hereof, all hours of work shall be consecutive.

(6) *Overtime.*—(i) All time worked by an employee in excess of the number of hours prescribed in sub-clause (1) in respect of a day or a week shall be deemed to be overtime.

(ii) Employees for whom wages are prescribed under clause 4 (1) (xiii) shall only be entitled to overtime payment if instructed to perform extra duty outside their normal working hours, provided that a minimum payment for two hours shall be paid to an employee in this class if he is required to carry out extra duties after he has checked off.

(7) *Limitation of Overtime.*—No employer shall require or permit an employee to work overtime for more than—

- (a) ten hours in any week; or
- (b) two hours in any day.

(8) *Female Employees.*—No employer shall require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee; or
- (ii) provided such an employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such an employee two shillings in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Betaling vir oortyd.*—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat deur hom gewerk word besoldiging betaal teen 'n skaal van minstens een-en-eenderde maal sy gewone loon; met dien verstande dat as in 'n week oortyd bereken teen 'n daelike basis, verskil van oortyd bereken teen 'n weeklike basis, dié basis aangeneem moet word wat die grootste bedrag vir oortyd gedurende die week gee.

(10) *Vakansiedae word as gewone werkdade beskou.*—'n Werknemer wat nie op 'n vakansiedag waarna in klousule 9 (1) van die Ooreenkoms verwys word, werk nie, of wat op sodanige vakansiedag minder as sy gemiddelde gewone werkdade vir die dag van die week waarop bedoelde vakansiedag val, werk, moet geag word dat hy sy gemiddelde gewone werkdade op daardie dag gewerk het.

(11) *Voorbehoude.*—Die bepalinge van subartikels (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wanneer hy werk verrig wat noodsaaklik gemaak is deur 'n ontwrigting van installasie, of masjinerie, of ander onvoorsiene nood-geval nie.

#### 7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgever aan 'n werknemer jaarlikse verlof teen volle besoldiging toestaan in ooreenstemming met die volgende:—

- (a) In die geval van 'n arbeider minstens 14 agtereenvolgende dae verlof; en
- (b) in die geval van elke ander werknemer—
  - (i) minstens 14 agtereenvolgende dae verlof in die geval van 'n werknemer wat een jaar diens voltooi het; en
  - (ii) minstens 21 agtereenvolgende dae verlof in die geval van 'n werknemer wat twee, of meer, jare diens voltooi het.

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

- (i) as sodanige verlof nie reeds eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die tydperk van sodanige verlof nie met siekteverlof toegestaan kragtens klousule 8, of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Dinsdagsdag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- (iv) 'n werkgever elke dag geleentheidsverlof met volle betaling ingevolge sy werknemer se skriftelike versoek gedurende die jaar van diens waarop die tydperk van jaarlikse verlof betrekking het aan sy werknemer toegestaan, van daardie verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof soos genoem in subklousule (1), moet uiterlik op die laaste werkdag voor die datum van aanvang van die verlof betaal word, en moet alle toelaes wat gewoonlik aan 'n werknemer betaal word, insluit.

(4) 'n Werknemer wie se dienskontrak eindig in die eerste, of enige volgende jaar diens by dieselfde werkgever voordat die verloftydperk genoem in subklousule (1) verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by beëindiging, in plaas van verlof en ten opsigte van elke volle maand van sodanige tydperk van minder as 'n jaar, minstens sy gewone loon vir die getal dae hieronder gespesifiseer, betaal word:—

*Getal dae toegelaat vir elke voltooide maand diens.*

- (a) Arbeiders en alle ander klasse werknemers wat nie meer as twee jaar diens voltooi het nie 1 dag.
- (b) Alle werknemers, behalwe arbeiders, wat meer as twee jaar, maar minder as drie jaar diens voltooi het 1½ dae.
- (c) Alle werknemers, behalwe arbeiders, wat meer as drie jaar diens voltooi het 2 dae, maar nie meer as 'n totaal van 21 dae nie.

(5) 'n Werknemer wie se tydperk van verlof kragtens subklousule (1) verskuldig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae wat in subklousules (1) en (4) genoem word ten opsigte van verlof betaal word teen die loonskaal waarteen hy betaal is onmiddellik voor die datum van die beëindiging van sy diens.

(6) Vir die doel van hierdie klousule, beteken die uitdrukking „diens” 'n ononderbroke tydperk in die diens van dieselfde werkgever en word dit beskou dat dit insluit elke tydperk of alle tydperke, wat 'n werknemer—

- (a) met verlof kragtens subklousule (1) is;
- (b) verplig is om opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, te ondergaan;

(9) *Payment for Overtime.*—An employee shall be paid in respect of overtime worked by him at a rate of not less than one and one-third times his ordinary wage, provided that where in any one week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) *Holidays Regarded as Ordinary Workdays.*—An employee who does not work on any holiday referred to in clause 9 (1) of the Agreement, or who on such holiday works less than his average working hours for the day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(11) *Savings.*—The provisions of sub-clauses (3), (4), (5) and (7) of this clause shall not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

#### 7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant an employee annual leave on full pay in accordance with the undermentioned:—

- (a) In the case of a labourer, not less than 14 consecutive days' leave.
- (b) In the case of every other employee, not less than—
  - (i) 14 consecutive days' leave for an employee who has completed one year of employment; and
  - (ii) 21 consecutive days' leave for an employee who has completed two or more years of employment.

(2) The leave referred to in sub-clause (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 within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of commencement of such leave and shall include all allowances normally paid to an employee.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than his ordinary remuneration for the number of days specified hereunder:—

*Number of Days Allowed for Each Completed Month of Employment.*

- (a) Labourers and all other classes of employees who have completed not more than two years employment 1 day.
- (b) All employees, not being labourers, who have completed more than two years, but less than three years employment 1½ days.
- (c) All employees, other than labourers, who have completed more than three years of employment 2 days, but not exceeding a total of 21 days.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave, the amounts referred to in sub-clauses (1) and (4) and at the rate of the remuneration he has been receiving immediately before the date of termination of his employment.

(6) For the purpose of this clause the expression “employment” shall mean a continuous period of service with the same employer and shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;

- (c) op las, of op versoek, van sy werkgever van sy werk afwesig is; en
- (d) met siekteverlof kragtens klousule (8) afwesig is; en moet beskou word as te begin—
- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms in werking getree het, tot verlof kragtens enige wet geregtig geword het, van die datum waarop sodanige werknemer laaste tot sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van elke ander werknemer van die datum waarop sodanige werknemer by sy werkgever in diens getree het en op wie 'n wet wat vir jaarlikse verlof voorsiening maak van toepassing was, maar wat nog nie tot verlof kragtens daardie wet geregtig geword het nie, van die datum waarop sodanige diens begin het;
- (iii) in die geval van elke ander werknemer van die datum waarop sodanige werknemer by sy werkgever in diens getree het, of, na gelang van die jongste, die datum waarop hierdie Ooreenkoms in werking getree het.

## 8. SIEKTEVERLOF.

(1) Na een maand diens by hom, moet 'n werkgever aan sy werknemer wat van sy werk afwesig is weens siekte of ongeval, nie deur eie nalatigheid, of wangedrag, veroorsaak nie, behalwe 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaal word, altesame twee weke siekteverlof gedurende 'n jaar ononderbroke diens by hom toestaan, en hom ten opsigte van enige afwesigheidsydperk kragtens die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het.

(2) 'n Werknemer kan ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorder word, eis dat 'n sertifikaat, wat deur 'n geregistreerde dokter geteken is voorgelê word, wat die aard en duur van die siekte vermeld en as sodanige sertifikaat ter bevestiging van die werknemer se aanspraak nie binne drie dae nadat die werkgever daarvoor gevra het, of nadat die werknemer weer diens aanvaar het, voorgelê word nie, hoef geen siekteverlofbetaling vir sodanige tydperk gedeel te word nie.

(3) Vir die doeleindes van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

## 9. PUBLIEKE VAKANSIEDAE EN SONDAE.

(1) *Publieke vakansiedae.*—'n Werknemer is geregtig op verlof met volle betaling wat hom toegestaan moet word op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag en Kersdag; met dien verstande dat van hom vereis kan word om op enige sodanige dag te werk.

(2) *Betaling vir werk op publieke vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag, of Kersdag werk, moet sy werkgever hom bo en behalwe die minimum loon aan hom betaalbaar kragtens klousule 4 van hierdie Ooreenkoms, ten opsigte van elke sodanige dag as volg betaal:—

- (i) eenkwart van 'n dag se loon indien hy minder as twee uur op daardie dag gewerk het; of
- (ii) een dag se loon indien hy twee uur, of meer, op daardie dag gewerk het.

(b) As 'n los werknemer op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag, of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon wat in klousule 4 vir 'n los werknemer voorgeskryf word, betaal, plus ten opsigte van elke uur, of gedeelte van 'n uur, aldus gewerk, sodanige loon gedeel deur agt.

(3) *Sondae.*—Geen werkgever kan van sy werknemer vereis, of hom toestaan, om op Sondag te werk nie, behalwe met voorafgaande goedkeuring van die Raad en op sulke voorwaardes as die Raad mag bepaal; met dien verstande dat indien 'n werknemer op 'n Sondag werk, sodanige tyd deur hom gewerk nie as oortyd beskou moet word nie en moet sy werkgever hom of—

- (a) minstens dubbel sy loon vir 'n gewone werkdag betaal; of
- (b) hom vir elke uur, of gedeelte van 'n uur, aldus gewerk minstens een-en-eenderde maal sy gewone loon betaal ten opsigte van die totale tydperk op so'n Sondag gewerk, en hom binne sewe dae na die Sondag een dag verlof toestaan, en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

## 10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle oorpakke en/of beskermende klere wat hy mag vereis dat sy werknemers dra, of kragtens enige wet, of regulasie verplig is om aan sy werknemers te verskaf, kosteloos verskaf en in goeie staat onderhou.

(c) absent from work on instructions of or at the request of his employer; or

(d) absent on sick leave in terms of clause 8; and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

## 8. SICK LEAVE.

(1) An employer shall grant to an employee after one month's employment with him and who is absent from work through sickness or accident, not caused by his own negligence or misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave in the aggregate during one year of continuous employment with him and shall pay to him in respect of any period of absence in terms hereof not less than the remuneration he would have received had he worked during such period.

(2) An employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, and failing the production of such a certificate confirmatory of the employee's claim, within three days of demand or the date of resuming employment, no sick leave for such period shall be paid for.

(3) For the purpose of this clause, the expression “employment” shall have the same meaning as in clause 7 (6).

## 9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Dingaans Day and Christmas Day; provided that he may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual employee works on New Year's Day, Good Friday, Dingaans Day or Christmas Day, his employer shall pay to him for each such day, in addition to the minimum wage payable to him in terms of clause 4 of this Agreement:—

- (i) one-quarter of one day's wage if he has worked for less than two hours during that day; or
- (ii) one day's wage if he has worked for two hours or more during that day.

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

(3) *Sundays.*—No employer shall permit or require an employee to work on a Sunday except with the prior approval of the Council and under such conditions as the Council may prescribe; provided if an employee works on a Sunday, the time so worked by him shall not be regarded as overtime and his employer shall either:—

- (a) pay him not less than double his wage for an ordinary working day; or
- (b) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

## 10. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee.

## 11. MINIMUM OUDERDOM EN KWALIFIKASIES VAN WERKNEMERS.

(1) 'n Werkgewer mag geen persoon onder die ouderdom van 16 jaar in diens hê nie.

(2) 'n Werkgewer mag geen ongekwalifiseerde persoon in 'n hoedanigheid waarvoor 'n kwalifikasie voorgeskryf is, in diens hê nie, tensy met voorafgaande toestemming van die Raad; met dien verstande ewewel dat in 'n noodgeval sodanige ongekwalifiseerde werknemer in sodanige hoedanigheid diens kan doen vir 'n totale tydperk van hoogstens ses weke in enige tydperk van drie maande, teen die voorgeskrewe besoldiging vir 'n gekwalifiseerde werknemer en vir die doeleindes hiervan, word dit beskou dat 'n noodgeval alleen bestaan wanneer geen gekwalifiseerde werknemer reeds vir indiensneming deur sodanige werkgewer, beskikbaar is nie.

(3) 'n Werkgewer moet 'n werknemer wat werk verrig waarvoor hy nie kragtens die bepalings van hierdie Ooreenkoms gekwalifiseer is nie, of wat deur 'n ander klas werknemer behoort verrig te word, vir die hele dag waarop sodanige werk verrig word, teen die skaal van besoldiging betaal wat hierin reeds voorgeskryf is as betaalbaar te wees aan 'n werknemer wat gekwalifiseer, of geregtig is om die genoemde klas werk te verrig.

## 12. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van elkeen van sy werknemers, behalwe 'n arbeider, aan sodanige werknemer 'n dienssertifikaat uitreik, wat vermeld: Die volle name van die werkgewer en die werknemer, die aard van die diens, die aanvangsdatum en die beëindigingsdatum van die kontrak en die skaal van besoldiging op die datum van die beëindiging.

## 13. BEËINDIGING VAN DIENS.

'n Werkgewer, of werknemer, moet minstens een kalendermaand diensopsegging gee om 'n dienskontrak te beëindig, met dien verstande dat 'n werkgewer, of 'n werknemer, geregtig is om die dienskontrak te beëindig met diensopsegging van minstens—

- (a) een week in die geval van 'n arbeider, of elke ander werknemer wie se lone weekliks betaal word; en
- (b) vier-en-twintig uur in die geval van 'n werknemer wat minder as vier weke diens voltooi het.

Hierdie artikel maak nie inbreuk op die reg van 'n werkgewer, of 'n werknemer, om die kontrak sonder diensopsegging te beëindig om 'n goeie rede wat wetlik as voldoende beskou word, nóg op 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat vir 'n langer diensopseggingstermyn as wat hierin bepaal word, voorsiening maak nie. Die bepalings van hierdie afdeling is nie van toepassing op los werknemers nie.

## 14. VRYSTELLING.

(1) Behoudens soos bepaal in subklousule (2) van hierdie klousule, kan die Raad aan, of ten opsigte van, enige persoon, vir enige goeie, of voldoende rede van enigeen van die bepalings van hierdie Ooreenkoms vrystelling verleen; met dien verstande dat nie vrystelling van die bepalings van klousules 6 (8) van die Ooreenkoms kragtens hierdie subartikel verleen kan word nie aan of ten opsigte van 'n vroulike werknemer wat hande-arbeid verrig, tensy vir die doeleindes van werkverrigting—

- (a) wat weens 'n noodgeval veroorsaak word;
- (b) wat nodig is vir voorkoming van verlies van grondstowwe wat reeds behandel word en aan skielike bederf onderhevig is.

(2) Die Raad stel ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop en die termyn waarvoor sodanige vrystelling van krag is, vas; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystelling-sertifikaat kan intrek, of die termyn waarvoor die vrystelling verleen was, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, 'n sertifikaat, deur hom onderteken, uitreik wat vermeld—

- (a) die betrokke persoon se volle naam;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, vasgestel kragtens die bepalings van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word 'n afskrif behou; en
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

## 11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES.

(1) An employer shall not employ any person under the age of 16 years.

(2) An employer shall not employ any unqualified person in a capacity for which a qualification has been prescribed, except with the prior approval of the Council, provided however, that in the event of an emergency such an unqualified employee may be employed in such capacity, for a total period not exceeding six weeks in any period of three months, at the prescribed rate of remuneration for a qualified employee, and for the purposes hereof, an emergency shall be deemed to exist only when no qualified employee is reasonably available for engagement by such employer.

(3) An employer shall pay an employee who performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, the rate of remuneration for the whole day on which such work is performed, which is prescribed to be payable hereinbefore to the employee qualified or entitled to perform the said class of work.

## 12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a labourer furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

## 13. TERMINATION OF SERVICE.

Not less than one calendar month's notice shall be given by an employer or employee to terminate the contract of service provided that an employer or an employee shall be entitled to terminate the contract of service on not less than:—

- (a) one week's notice in the case of a labourer or any other employee whose wages are paid weekly; and
- (b) twenty-four hour's notice in the case of an employee who has completed less than four weeks' service.

This section shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by law as sufficient, nor shall it affect any agreement between an employer and an employee which provides for a longer period of notice than is prescribed herein. The provisions of this section shall not apply to casual employees.

## 14. EXEMPTIONS.

(1) Subject to the provisions of sub-section (2) of this clause, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason, provided that no exemption from the provisions of clause 6 (8) of this Agreement shall be granted under this sub-section to or in respect of any female employee engaged in manual work, except for the purpose of performing work:—

- (a) which is necessitated by an emergency; or
- (b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section, a licence signed by him setting out:—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

## 15. UITGAWES VAN DIE RAAD.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer van die besoldiging van elkeen van sy werknemers, vir wie in klousule 4 van hierdie Ooreenkoms minimum lone voorgeskryf word, die som van twee pennies vir elke £1, of gedeelte van £1 besoldiging aan sodanige werknemer betaal, aftrek. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks, binne 30 dae na die einde van die maand waarop die bedrag betrekking het, na die Sekretaris van die Raad, Posbus 265, Pretoria, of na sodanige ander adres as wat die Raad mag bepaal, stuur.

(2) Iedere werkgewer moet ten opsigte van elke maand in, of op, sodanige vorm as wat die Raad mag voorskryf en verskaf, aan die Raad 'n opgawe stuur van die totale getal werknemers in sy diens en van die totale besoldiging aan daardie werknemers gedurende die betrokke maand betaal.

(3) Alle fondse wat deur die Raad ontvang word, moet berus by en beheer word deur die Raad.

## 16. AFTREKKING VAN VAKVERENIGINGLEDGELDE.

Met skriftelike toestemming van 'n werknemer, moet die werkgewer maandeliks die lededegde aftrek wat deur sodanige werknemer aan die volgende vakverenigings verskuldig is:—

„National Union of Dairy Industry Employees.”  
„S.A. National Cheesemakers' Union.”

Beide hierdie vakverenigings is partye by die Ooreenkoms. Die fondse wat aldus afgetrek word moet maandeliks, binne 30 dae na die einde van die maand waarop die som betrekking het, na die onderskeie vakverenigings gestuur word.

## 17. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie strydig is met die bepalings van die Ooreenkoms nie.

## 18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n duidelik leesbare afskrif van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies ingevolge die Wet en in albei offisiële tale, vertoon en vertoon hou.

## 19. VERTEENWOORDIGERS VAN WERKNEMERS OP DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers op die Raad is alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad te vervul.

## 20. AGENTE.

Die Raad kan een, of meer, bepaalde persone aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpzaam te wees. 'n Agent kan enige inrigting gedurende werkure betree en kan enige werkgewer, of werknemer, ondervra en die registers van lone wat betaal is, tyd wat gewerk is en oortyd-betalings wat gedoen is, ondersoek ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

Namens die partye hede, die ses-en-twintigste dag van November 1949, te Johannesburg onderteken.

C. F. TODD,  
Voorsitter van die Raad.

E. SOUTHWORTH,  
Ondervoorsitter van die Raad.

A. S. B. VENTER,  
Lid van die Raad.

P. H. LISHMAN,  
Sekretaris van die Raad.

★ No. 2164.] [1 September 1950.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die Suiwelnywerheid bekendgemaak by Goewermentskennisgewing No. 2163 van 1 September 1950, nie vir die persone wie se werksure daarby gereël word ongunstiger is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

## 15. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct from the remuneration of each of his employees for whom minimum wages are prescribed in Section 4 of this Agreement, the sum of two pence for every £1 or part of £1 of the wage of such employee. To the amount so deducted, the employer shall add a like amount and forward the total sum month by month and within 30 days after the close of the month to which the sum relates to the Secretary of the Council, P.O. Box 265, Pretoria, or such other address as the Council may specify.

(2) Each employer shall in respect of each month make a return to the Council in such form as the Council may prescribe and provide, of the total number of employees employed by him and the total remuneration paid to such employees during that month.

(3) All funds received by the Council shall be vested in and administered by the Council.

## 16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS.

With the written consent of an employee, the employer shall deduct monthly the subscriptions due by such employee to the following Trade Unions:—

National Union of Dairy Industry Employees;  
S.A. National Cheesemakers' Union;

both these Trade Unions being parties to the Agreement. The funds so deducted shall be forwarded to the Secretaries of the respective Unions within 30 days after the close of the month to which the sum relates.

## 17. 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 the provisions thereof for the guidance of employers and employees.

## 18. EXHIBITION OF AGREEMENT.

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages, and in the form prescribed in the regulations under the Act.

## 19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

## 20. AGENTS.

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

Signed at Johannesburg on behalf of the parties on this the 26th day of November, 1949.

C. F. TODD,  
Chairman of the Council.

E. SOUTHWORTH,  
Vice-Chairman of the Council.

A. S. B. VENTER,  
Member of the Council.

P. H. LISHMAN,  
Secretary of the Council.

★ No. 2164.] [1 September 1950.

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941.

DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Dairy Industry published under Government Notice No. 2163 of the 1st September, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.

# INVOERDERS UITVOERDERS NYWERAARS

*teken in op*



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*Die maandblad  
van die Departement van Handel en Nywerheid*

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