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[No. 55.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 352.]

[4 Augustus 1961.]

**WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.****BESKUITNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.**Namens die Minister van Arbeid verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, soos gewysig, dat die bepalings
van die Ooreenkoms wat in die Bylae hiervan
verskyn en op die Beskuitnywerheid betrekking het,
vanaf die tweede Maandag na die datum van publi-
kasie van hierdie kennisgewing en vir 'n tydperk van
twee jaar bindend is vir die werkgewersorganisasie
en vakvereniging wat genoemde Ooreenkoms aan-
gegaan het en vir die werkgewers en werknemers
wat lede van daardie organisasie of daardie verenig-
ing is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
vervat in klousules 3 tot en met 21 en 23 van
genoemde Ooreenkoms, vanaf die tweede Maandag
na die datum van publikasie van hierdie kennis-
gewing en vir 'n tydperk van twee jaar bindend is
vir alle ander werkgewers en werknemers as dié
vermeld in paragraaf (a) van hierdie kennisgewing,
wat betrokke is by of in diens in genoemde Nywer-
heid in die Republiek van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
vervat in klousules 3 tot en met 6 (6) (d) [uit-
gesonderd die bepalings vervat in klousule 6 (6) (d)
met betrekking tot aftrekkings ten opsigte van
bydraes tot die siektefonds], 6 (6) (f) tot en met 9,
11 tot en met 15, 17, 19, 20 en 23 van genoemde
Ooreenkoms, vanaf die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
vir 'n tydperk van twee jaar in die Republiek van
Suid-Afrika *mutatis mutandis* bindend is vir alle
Naturelle in diens in genoemde Nywerheid by die
werkgewers vir wie enigeen van genoemde bepalings
ten opsigte van werknemers bindend is en vir daar-
die werkgewers ten opsigte van Naturelle in hul
diens.

M. VILJOEN,
Adjunk-minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 352.]

[August 1961.]

**INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.****BISCUIT MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA.**On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* of the Industrial Conciliation
Act, 1956, as amended, declare that the provisions
of the Agreement which appears in the Schedule
hereto and which relates to the Biscuit Manufac-
turing Industry, shall be binding from the second
Monday after the date of publication of this notice
and for a period of two years, upon the employers'
organisation and the trade union which entered into
the said Agreement and upon the employers and
employees who are members of that organisation
or that union;
- (b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that the
provisions contained in clauses 3 to 21 (inclusive)
and 23 of the said Agreement, shall be binding from
the second Monday after the date of publication of
this notice and for a period of two years upon all
employers and employees other than those referred
to in paragraph (a) of this notice, engaged or
employed in the said Industry in the Republic of
South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of
section *forty-eight* of the said Act, declare that in
the Republic of South Africa and from the second
Monday after the date of publication of this notice
and for a period of two years, the provisions con-
tained in clauses 3 to 6 (6) (d) inclusive [excluding
the provisions contained in clause 6 (6) (d) relating
to deductions in respect of contributions to the sick
benefit fund], 6 (6) (f) to 9 (inclusive), 11 to 15
(inclusive), 17, 19, 20 and 23 of the said Agreement,
shall *mutatis mutandis* be binding upon all Natives
employed in the said Industry by the employers
upon whom any of the said provisions are binding
in respect of employees, and upon those employers
in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

NASIONALE NYWERHEIDSRaad VIR DIE BESKUIT- NYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle lede van die werkgewersorganisasie wat werkgewers binne die betekenis van die Wet is en wat betrokke is by die Beskuitnywerheid en deur alle lede van die vakvereniging wat werknemers binne die betekenis van die Wet is, wat in daardie Nywerheid werksaam is en vir wie lousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKEYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebring is in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoel blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel, en tensy onbestaanbaar met die samehang, beteken—

- „Wet” die Wet op Nywerheidsversoening, 1956;
- „ambagsman” 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die doel van hierdie omskrywing beteken „geskoolde ambagsman” 'n persoon wat sy vakleerlingskap uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is of geag word aangewys te wees, of wat 'n bekwaamheidsertifikaat besit wat die Registrateur van Vakleerlinge ooreenkomstig die bepalings van artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is of ooreenkomstig artikel *twee* (7) of artikel *sewe* (3) van genoemde Wet;
- „assistent-deegroller” 'n werknemer wat nie met die deegrol werk nie maar wat die deegroller help met die uitrol van stywe en slap deeg en deeg vir roombeskuitjies;
- „assistent-oondman” 'n werknemer wat 'n oondman help met hand- of meganiese oondstokke;
- „assistent-magasynman” 'n werknemer, uitgesonderd 'n arbeider, wat onder die regstreekse toesig van 'n masjienman werk en wat gemagtig is om, by ontvangs van 'n rekwisisie, materiaal of bestanddele uit die pakhuis uit te reik;
- „beskuiuitsny- en -embosseermasjienbediener” 'n werknemer wat verantwoordelik is vir die bediening van 'n beskuiitsny- en -embosseermasjien;
- „Beskuiitnywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om met die hand of deur middel van 'n masjien, beskuit, wafels, keëls, matzos, pretzelstokkies, koekies en Kerspoedings te vervaardig vir verkoop en omvat dit ook die distribusie, deur sodanige werkgewers en/of werknemers, van enigen van of al sodanige produkte en voorts ook alle werksaamhede wat uit voornoemde werksaamhede voortvloei of daarmee in verband staan;
- „beskuit” ook wafels, roomswafeltjies en -keëls, honde- en/of kleinhandjiebeskuit, pretzelstokkies en matzos;
- „beskuiitbaker” enigen van, na vyf jaar praktiese ondervinding van beskuiitbakkery, uitgesonderd as 'n leerling, onder die regstreekse toesig van 'n voormanbeskuiitbaker handgemaakte beskuit meng, skep, sny, afsteek, in die pan sit en bak;
- „ketelbediener” 'n werknemer wat stoomketels stook en die waterstand en stoomdruk in sodanige ketels in stand hou;
- „deegroller” 'n werknemer, uitgesonderd 'n beskuiitbaker, wat verantwoordelik is vir en werk met die masjinerie wat nodig is om stywe en slap deeg en deeg vir roombeskuitjies uit te rol;
- „los werknemer” 'n arbeider wat deur dieselfde werkgever vir hoogstens drie dae in 'n week in diens geneem word;
- „onderbaasverpakker” in die beskuiitverpakkingsafdeling, 'n werknemer wat gemagtig is om aan die hoof te staan van of toesig te hou oor 'n groep verpakkers onder die regstreekse leiding van 'n voorman of voorvrou en wat die werkstaat en bywoningsregister invul en ook verpakkingswerk mag verrig;

NATIONAL INDUSTRIAL COUNCIL OF THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

being parties to the National Industrial Council of the Biscuit Manufacturing Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Republic of South Africa by all members of the employers' organisation who are employers within the meaning of the Act, and who are engaged in the Biscuit Manufacturing Industry, and by all members of the trade union who are employees within the meaning of the Act, and who are employed in that industry and for whom wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment of such Act, and unless contrary intention appears, words importing the masculine gender shall include females, further unless inconsistent with the context—

- „Act” means the Industrial Conciliation Act, 1956;
- „artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, as amended, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act;
- „assistant brakesman” means an employee who does not operate the brake but who assists the brakesman in braking hard and soft doughs and cream-cracker dough;
- „assistant ovensman” means an employee who assists the ovensman in the working of mechanical peel or hand ovens;
- „assistant storeman” means an employee, other than a labourer, who works under the direct supervision of the storeman and who is authorised upon receiving a requisition, to issue any materials or ingredients from the store;
- „biscuit cutting and embossing machine operator” means an employee who is in charge of the operation of a biscuit cutting and embossing machine;
- „Biscuit Manufacturing Industry” means the industry in which employers and employees are associated for the purpose of manufacturing by hand or machine biscuits, wafers, cones, matzos, pretzel sticks, cakes and Christmas puddings for sale and includes the distribution by such employers and/or employees of any or all of such products, and further includes all operations incidental to or consequential on any of the aforesaid activities;
- „biscuits” include wafers, ice-cream wafers and cones, dog and/or puppy biscuits, pretzel stocks and matzos;
- „biscuit baker” means any person who, after five years' practical experience in biscuit baking, other than a learner, under the direct supervision of a foreman biscuit baker, mixes, drops, cuts, pins, pans and bakes off hand-made biscuits;
- „boiler attendant” means an employee engaged in firing and maintaining the water level and steam pressure in boilers;
- „brakesman” means an employee, other than a biscuit baker, who is in charge of and works the machinery necessary in the breaking of hard and soft doughs and cream-cracker dough;
- „casual employee” means a labourer who is employed by the same employer on not more than three days in any week;
- „chargehand packer” in the biscuit packing department, means an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or foremistress, and who marks the time-sheet and attendance register, and who may also do packing;

„klerklike werknemer” ’n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit ook ’n versendingsklerk en ’n kassier;

„Raad” die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika geregistreer ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, en geag geregistreer te wees ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956;

„dagloon” die werknemer se weekloon gedeel deur vyf of deur vyf en ’n half, volgens die betrokke beroep, en gedeel deur sewe in die geval van ’n wag;

„depot” ’n perseel wat behoort aan of geëkkupeer word deur ’n werkgewer en waar voorrade beskuit gehou word vir distribusie vanuit sodanige perseel;

„versender” ’n werknemer wat onder die regstreekse toesig van ’n voormanversender goedere versend;

„drywer” ’n werknemer, uitgesonderd ’n afleweringswabediende, wat gebruik word om ’n motorvoertuig te bestuur of ’n voertuig wat deur perde getrek word, te dryf;

„diens” die totale diens tyd van ’n werknemer in die Beskuitnywerheid;

„bedryfsinrigting” ’n plek waarin een of meer werknemers by die Beskuitnywerheid in diens is, en ook ’n depot;

„fabriekswerker” ’n werknemer wat een of meer van die volgende werksaamhede verrig: Beskuit in panne sit, kersies, suiker, amandels of ander versiersels aanbring, bestanddele skoonmaak en sif, deeg in die beskuiemasjiene of deegmengers voer, panne en vorms smeer, panne in meganiese oonde voer en dit daaruit verwyder, grondstowwe in die vervaardigingsproses hanteer, klere maak of herstel, klere met die hand of met ’n masjien stryk, enige ander masjien in die wassery-afdeling bedien of nagaan;

„voorman” of „voorman” ’n werknemer wat aan die hoof staan van die verpakkingsafdeling;

„voormanbeskuitbakker” ’n beskuitbakker wat beskuit of met ’n masjien of met die hand maak en wat volle beheer het oor alle vervaardigingswerksaamhede;

„voormanversender” ’n werknemer wat vir die versending van goedere verantwoordelik is;

„valmesmasjienebediener” ’n werknemer wat ’n kragaangedrewe valmesmasjiene bedien wat papier sny;

„faktotum” ’n werknemer, uitgesonderd ’n ambagsman, wat gebruik word om kleiner herstelwerk en verstellings te doen aan masjinerie, installasies, geboue en ander uitrusting;

„uurloon” ’n werknemer se loon gedeel deur sy gewone werke soos in klousule 7 (1) voorgeskryf vir die betrokke beroep;

„jeugdige” ’n werknemer onder die leeftyd van 21 jaar;

„etiketteerder” ’n werknemer wat etikette wat tipes en groottes aandui, op houters plak;

„arbeider” ’n werknemer wat uitsluitlik of hoofsaaklik gebruik word vir een of meer van die volgende of soortgelyke werksaamhede:—

- (1) Persele, installasies, bestelwaens, gerei en ander artikels uitvee en/of skoonmaak;
- (2) goedere dra, opstapel en stoot;
- (3) masjiene en/of voertuie olie of smeer;
- (4) blikke was en etikette daarvan verwyder;
- (5) papier van botter verwyder;
- (6) blikke of dose in kratte of ander buite-omhulsels verpak;
- (7) kratte toespyker;
- (8) geadresseerde etikette op dose of kratte aanbring;
- (9) dose en kratte met die hand herstel of hulle maak van kasplanke of ander materiaal;
- (10) goedere op- en aflaai en ook goedere laai op- of afneem van vervoerders van die rol- of ’n dergelike tipe of van vervoerbande en bande;
- (11) sjabloneerwerk met die hand verrig;
- (12) houters van geriffelde karton inmeekaarsit of verseël;
- (13) rantsoene gaar, maak of tee of dergelike drankie maak of voorsit aan werknemers of aan sy werkgewer;
- (14) biewe, boodskappe of goedere te voet of deur middel van ’n trap- of handaangedrewe voertuig aflewer;
- (15) geboue of ander bouwerke sloop;
- (16) goedere in ’n masjien voer of dit daarvan wegneem, uitgesonderd die werksaamhede soos gespesifiseer onder die omskrywing van „fabriekswerker”;
- (17) sakke, sakkies of ander houters vul of leegmaak;
- (18) tuinmaak, skoffel, hark, spit, met ’n skopgraaf werk, snoei en plant volgens opdrag;
- (19) kampongs, latrines, buitegeboue of dergelike geboue of bouwerke afwit;
- (20) vure maak of in stand hou of alval verwyder of sinter sorteer;
- (21) sakke met die hand herstel of sakke sorteer of uit-skud;
- (22) dagha, betonklip of bitumen met die hand meng of beton of bitumen uitsprei met ’n skopgraaf, hark, vork of kruiwa;
- (23) sakke, sakkies, bale, dose, pakke of deure oop- of toe-maak of lymwerk verrig;

en alle ander arbeid waarvoor daar nie voorsiening gemaak word nie.

„Wet” ook die gemeenereg;

„plaaslike komitee” ’n komitee wat ooreenkomstig die konstitusie van die Raad aangestel is;

„clerical employee” means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work, and includes a despatch clerk and a cashier;

„Council” means the National Industrial Council of the Biscuit Manufacturing Industry of South Africa, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

„daily wage” means the employee's weekly wage divided by five or five and a half according to the occupation concerned, and divided by seven in the case of a watchman;

„depot” means any premises owned or occupied by an employer where stocks of biscuits are kept for distribution from such premises;

„despatcher” means an employee who deals with the despatch of goods under the direct supervision of the foreman despatcher;

„driver” means an employee, other than a vanman, engaged in driving a motor or horse-drawn vehicle;

„employment” means the total period of service an employee has had in the Biscuit Manufacturing Industry;

„establishment” means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry, and includes a depot;

„factory operative” means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds, or any other ornamentations, cleaning and sifting ingredients, feeding the dough on biscuit machines or dough mixers, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process, making or repairing of clothing, pressing clothing by hand or machine, operating any other machine in the laundry section or checking;

„foreman or foremistress” means an employee who is in charge of the packing department;

„foreman biscuit baker” means a biscuit baker either of machine or hand-made biscuits, who takes full control of all manufacturing operations;

„foreman despatcher” means an employee who is in charge of the despatch of goods;

„guillotine machine operator” means an employee employed on operating a power-driven guillotine paper-cutting machine;

„handyman” means an employee, other than an artisan, engaged in making minor repairs and adjustments to machinery, plant, buildings and other equipment;

„hourly rate” means an employee's wage divided by his ordinary hours of work prescribed in clause 7 (1) according to the occupation concerned;

„juvenile” means an employee under the age of 21 years;

„labeller” means an employee who fixes type and size labels to containers;

„labourer” means an employee who is wholly or mainly engaged in one or more of the following or similar operations:—

- (1) Sweeping and/or cleaning premises, plant, vans, utensils and other articles;
- (2) carrying, stacking and pushing;
- (3) oiling or greasing machines and/or vehicles;
- (4) washing and delabelling tins;
- (5) unwrapping pats of butter;
- (6) packing tins or boxes into crates or other outer containers;
- (7) nailing up crates;
- (8) fixing addressed labels on boxes or crates;
- (9) repairing boxes and crates by hand or making them up from shooks or other materials;
- (10) loading and unloading including loading or taking off from roller type or similar conveyor or conveyor belts and bands;
- (11) stencilling by hand;
- (12) assembling or sealing corrugated cardboard containers;
- (13) cooking rations or making teas or similar beverages or serving tea or similar beverages to employees or his employer;
- (14) delivering letters, messages, or goods on foot or by means of a foot or hand propelled vehicle;
- (15) demolishing buildings or other structures;
- (16) feeding into or taking off from machines, other than as specified in the definition of Factory Operative;
- (17) filling or emptying bags, sacks or other containers;
- (18) gardening, hoeing, raking, digging, shovelling, cutting and planting under instruction;
- (19) lime washing compounds, latrines, outbuildings, or similar buildings or structures;
- (20) making or maintaining fires or removing refuse or sorting clinkers;
- (21) mending bags by hand or sorting or shaking out bags;
- (22) mixing mortar, concrete stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (23) opening or closing bags, sacks, bales, boxes, packages or doors or glueing;

and any other labour not provided for.

„Law” includes Common Law;

„local committee” means a local committee appointed in terms of the constitution of the Council;

"masjienwerker" 'n werknemer wat verantwoordelik is vir 'n meganiese sjokolade-omhulmasjien of 'n meganiese beskui-toommasjien, 'n wafel- en/of keëlmassjien, draadsmasjien of 'n draaiende vormmasjien of 'n beskui-toedraaimasjien;

"militêre opleiding" die onafgebroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie opleiding wat hy verkies om ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"maandloon" die bedrag bereken teen vier en een derde maal 'n werknemer se weekloon;

"motorvoertuig" 'n meganiese aangedrewe voertuig, uitgesonderd 'n afleweringswa, enige twee- of driewielst met motoraandrywing, of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word vir die vervoer en aflewering van goedere, uitgesonderd die monstere van handelsreisigers of produkte vir verkoop aan kliente;

"nagskof" 'n werkskof wat geheel en al of grotendeels tussen die ure 6 nm. en 6 vm, val en wat deur die werkgewer gespesifiseer is soos bepaal in die voorbehoedsbepaling van klousule 4 (1) van hierdie Ooreenkoms;

"oondman" 'n werknemer wat verantwoordelik is vir enige soort meganiese oondstok- of handoond wat gebruik word om beskui te bak en wat onder die toesig en beheer van 'n voormanbeskui-bakker werk;

"pakkieverpakker" 'n werknemer wat die produkte van die Nywerheid in blikke of ander houers verpak;

"verpakker" 'n werknemer wat in die verpakkingsafdeling gebruik word vir die toedraai, verpakking, aanbring van room of weeg van beskui, wafels, keëls, matzos, koek, uitgedroogde beskui, of Kerspoedings;

"monsterverpakker" 'n werknemer wat monstere vir handelsreisigers en/of vensteruitstallings verpak;

"korttyd" die tyd wat werklik in 'n bedryfsinrigting gewerk word wanneer sodanige tyd korter is as die gewone werkure in daardie bedryfsinrigting;

"voorraadhulp" 'n werknemer wat verantwoordelik is vir voorrade en die distribusie van los beskuijies in die verpakkingsafdeling;

"magasynman" 'n werknemer wat vir alle grondstowwe verantwoordelik is en wat voorrade aan die bakhuis uitreik;

"telklerk" 'n werknemer wat toegeplakte blikke en/of houers van geriffelde karton nagaan;

"blikmakerondervoorman" 'n werknemer in die blikmaak- of herstelafdeling, wat aan die hoof staan van werknemers wat vir of in verband met die maak of die herstel van blikke in diens geneem is en wat metaalstempels mag verander of masiene mag opstel;

"handelsreisiger" 'n manlike werknemer wat, as die reisende verteenwoordiger van 'n handelsinrigting, namens sodanige inrigting bestellings vra of werf van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir gebruik of verbruik deur sodanige handelaars of ander persone;

"gewone werkure" die ure, uitgesonderd etenstye, tussen die begin- en die sluitingstyd van bedryfsinrigtings-tye wat vasgestel is soos bepaal in klousule 7 (3) van hierdie Ooreenkoms;

"afleweringswabediende" 'n werknemer wat verantwoordelik is vir 'n afleweringswa en vir die aflewering en verkoop van die produkte van 'n bedryfsinrigting aan kliente, vir die inhoud van die afleweringswa, vir kontant wat hy ten opsigte daarvan ontvang het en vir alle produkte en blikke wat kliente aan hom terugbesorg, en hy mag ook 'n afleweringswa bestuur en is verantwoordelik vir die sinderlikheid daarvan;

"afleweringswa" 'n voertuig wat deur diere getrek of deur 'n motor aangedryf word, uitgesonderd 'n twee- of driewielst met motoraandrywing, wat gebruik word vir die aflewering van die produkte van 'n bedryfsinrigting, maar nie 'n voertuig wat binne die omskrywing van "motorvoertuig" val nie;

"loon" die geldbedrag wat ingevolge die bepalings van klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 7; met dien verstande dat waar 'n werkgewer ten opsigte van sodanige gewone werkure gereeld aan sy werknemer 'n hoër bedrag betaal as dié voorgeskryf in klousule 4 (1), dié sodanige hoër bedrag beteken;

"wag, hekweg of naewag" 'n werknemer wat eiendom en/of persele bewaak en/of patroleer;

"week" ten opsigte van enige werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val.

4. LONE.

(1) Die minimum lone wat betaal moet word aan ondergenoemde klasse werknemers, is soos volg:—

	Loon per week.			
	£	s.	d.	R c
Graade 1.....	14	10	0	29 00
Voormanbeskui-bakker.				
Graad 1 (b) Ambagsman.....	13	1	4	26 13
Graad 2.....	12	8	6	24 85
Beskui-bakker.				
Voorman.				
Voormanversender.				

"machine-hand" means an employee who is in charge of a mechanical chocolate enrobing machine, or a mechanical biscuit creaming machine, a wafer and/or cone-making machine, wire cut machine, rotary moulding machine, or biscuit wrapping machine;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"monthly wage" means an amount calculated at the rate of four and one-third an employee's weekly wage;

"motor vehicle" means a mechanically propelled vehicle, other than a van, any two or three wheel motor driven cycle, or any vehicle used solely within any establishment for the conveyance and delivery of goods other than travellers' samples or products for sale to customers;

"night-shift" means a shift of work, the whole or major portion of which falls between the hours of 6 p.m. and 6 a.m., and is specified by the employer as provided for in the proviso to section 4 (1) of this Agreement;

"ovensman" means an employee who is in charge of any kind of mechanical peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;

"packet packer" means an employee who packs the products of the Industry into tins or other containers;

"packer" means an employee employed in the packing department in wrapping, packing, creaming or weighing biscuits, wafers, cones, watzos cakes, rusks, or Christmas puddings;

"sample packer" means an employee who packs samples for travellers and/or window displays;

"short-time" means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;

"stock-hand" means an employee in charge of stock and distribution of loose biscuits in the packing department;

"storeman" means an employee who is in charge of all raw materials and who issues supplies to the bake-house;

"tally clerk" means an employee who checks pasted tins and/or corrugated containers;

"tin-making chargehand" means an employee in the tin-making or repairing department, who is in charge of employees employed in or in connection with tin-making or repairing of tins and who may change dies or set up machines;

"traveller" means a male employee, who, as the travelling representative of a trading establishment, on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use of or consumption by such traders or other persons;

"ordinary working hours" means the hours, excluding meal times between the starting and closing times of establishments, such times being fixed as provided in section 7 (3) of this Agreement;

"vanman" means an employee who is in charge of a van and is responsible for the delivery and sale of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers. He may drive a van and is responsible for its cleanliness;

"van" means an animal-drawn or motor-propelled vehicle, other than any two or three wheel motor-driven cycle, used for the delivery of the products of the establishment, but does not include any vehicle falling within the definition of "motor vehicle";

"wage" means the amount of money payable to an employee in terms of section 4 (1) in respect of his ordinary hours of work as prescribed in section 7, provided that if an employer regularly pays his employee in respect of such ordinary hours of work an amount higher than that prescribed in section 4 (1), it means such higher amount;

"watchman, gatekeeper or night-watchman" means an employee who guards and/or patrols property and/or premises;

"week" means in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls;

4. WAGES.

(1) The minimum wages that shall be paid to the under-mentioned classes of employees shall be as follows:—

	Wage per Week.			
	£	s.	d.	R c
Grade 1.....	14	10	0	29 00
Foreman biscuit baker.				
Grade 1 (b) Artisan.....	13	1	4	26 13
Grade 2.....	12	8	6	24 85
Biscuit baker.				
Foreman.				
Foreman despatcher.				

	£	s.	d.	R	c
Graad 3.....	10	7	0	20	70
Bediener van beskuitsny- en -embosser- masjiën.					
Magasynman.					
Blikmakerondervoorman.					
Graad 4.....					
Deegroller of oondman—					
Eerste jaar diens.....	6	13	6	13	35
Tweede jaar diens.....	7	14	0	15	40
Derde jaar diens.....	9	0	0	18	00
Daarna.....	10	7	0	20	70
Graad 5.....	9	12	6	19	25
Afleweringwabediende.					
Voorvrou.					
Graad 6.....	7	14	0	15	40
Versender.					
Graad 7.....	6	10	0	13	00
Assistent-magasynman.					
Onderbaasverpakker.					
Graad 8.....	5	15	0	11	50
Drywer.					
Valmesmasjiënbediener.					
Faktotum.					
Graad 9.....	5	10	0	11	00
Assistent-oondman.					
Assistent-deegroller.					
Masjiënwerker.					

OPMERKING.—Wanneer 'n deegroller van sy werk afwesig is weens siekte of 'n ander oorsaak, moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldus werksaam is, besoldig word teen die loon wat in Graad 4 vir die eerste jaar diens van 'n deegroller voorgeskryf word.

Graad 10.....	4	12	6	9	25
Voorraadhelp.					

Graad 11—					
werknemers wat blikke maak of blikke en houers herstel en wat nie elders vermeld word nie:—					
Eerste ses maande diens.....	3	8	9	6	87½
Daarna.....	4	12	6	9	25

Graad 12—					
Verpakker, etiketteerder, pakkieverpakker, monsterverpakker—					
Eerste twaalf maande diens.....	2	17	6	5	75
Derde ses maande diens.....	3	5	0	6	50
Vierde ses maande diens.....	3	15	0	7	50
Daarna.....	4	0	0	8	00
Maksimum loon.....	4	10	0	9	00

Getalsverhouding.—50 persent van die totale verpakkingspersoneel moet minstens die maksimum loon ontvang.

Telklerk.....	4	10	0	9	00
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Graad 13.....	4	5	0	8	50
Stoomketelbediener.					
Wag (nagwag, dagwag of hekweg).					

Graad 14.					
Fabriekswerker—					
Eerste twaalf maande diens.....	3	8	9	6	87½
Daarna.....	4	5	0	8	50

OPMERKING.—Indien 'n werknemer, na voltooiing van sy leertyd, gebruik word vir werk waarvoor die loon hoër as £4. 5s. 0d. (R8. 50) per week is, moet minstens sodanige hoër loon aan die werknemer betaal word.

Graad 15.....	3	8	9	6	87½
Afleweringassistent op fiets, voertuie wat deur perde getrek word of ander voer- tuie.					

Arbeiders.
Alle ander werknemers vir wie daar nie
voorsiening gemaak is nie.

'n Los arbeider moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een vyfde van die weekloon van 'n arbeider betaal word, met dien verstande dat waar daar nie van 'n los arbeider vereis word om vir 'n tydperk van meer as vier agtereenvolgende ure op 'n dag werk nie, sy voorgeskryfde loon met 50 persent verminder mag word.

	Maandloon. Per maand.			
	£	s.	d.	R c
Klerklike werknemers—				
Mans—				
Eerste jaar ondervinding.....	18	0	0	36 00
Tweede jaar ondervinding.....	24	6	0	48 00
Derde jaar ondervinding.....	30	12	0	61 20
Vierde jaar ondervinding.....	36	18	0	73 80
Vyfde jaar ondervinding.....	43	4	0	86 40
Daarna.....	49	10	0	99 00

	£	s.	d.	R	c
Grade 3.....	10	7	0	20	70
Biscuit cutting and embossing machine operator.					
Storeman.					
Tin-making chargehand.					

Grade 4.....					
Brakesman or oversman—					
First year of employment.....	6	13	6	13	35
Second year of employment.....	7	14	0	15	40
Third year of employment.....	9	0	0	18	00
Thereafter.....	10	7	0	20	70

Grade 5.....	9	12	6	19	25
Vanman.					
Foremistress.					

Grade 6.....	7	14	0	15	40
Despatcher.					

Grade 7.....	6	10	0	13	00
Assistant storeman.					
Chargehand packer.					

Grade 8.....	5	15	0	11	50
Driver.					
Guillotine machine operator.					
Handyman.					

Grade 9.....	5	10	0	11	00
Assistant ovenman.					
Assistant brakesman.					
Machine-hand.					

NOTE.—If and when a brakesman is absent from his work through illness or other cause, the assistant brakesman shall perform the work of the brakesman and shall be paid during the time that he is so employed, at the rate specified in Grade 4 for a Brakesman in the first year of employment.

Grade 10.....	4	12	6	9	25
Stock-hand.					

Grade 11—					
employees engaged in tin-making or repairing of tins and containers not else- where specified:—					
First six months of employment.....	3	8	9	6	87½
Thereafter.....	4	12	6	9	25

Grade 12—					
Packer, labeller, packet packer, sample packer—					
First twelve months of employment.....	2	17	6	5	75
Third six months of employment.....	3	5	0	6	50
Fourth six months of employment.....	3	15	0	7	50
Thereafter.....	4	0	0	8	00
Top rate.....	4	10	0	9	00

Ratio Provision.—50 per cent of the total packing staff shall be paid at not less than the top rate.

Tally clerk.....	4	10	0	9	00
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Grade 13.....	4	5	0	8	50
Boiler attendant.					
Watchman (night-watchman, day-watch- man or gatekeeper).					

Grade 14.					
Factory operative—					
First twelve months of employment.....	3	8	9	6	87½
Thereafter.....	4	5	0	8	50

NOTE.—If employees, on completing their period of learnership, are employed on work for which the wage is higher than £4. 5s. 0d. (R8. 50) per week, the employee shall be paid not less than such higher wage.

Grade 15.....	3	8	9	6	87½
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Delivery assistants on bicycles, horse-
drawn or other vehicles.

Labourers.
All other employees not provided for.

A casual labourer shall be paid in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage for a labourer: Provided that where a casual labourer is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

	Monthly Wage. Per Month.			
	£	s.	d.	R c
Clerical employees—				
Male—				
First year of experience.....	18	0	0	36 00
Second year of experience.....	24	6	0	48 00
Third year of experience.....	30	12	0	61 20
Fourth year of experience.....	36	18	0	73 80
Fifth year of experience.....	43	4	0	86 40
Thereafter.....	49	10	0	99 00

Vrouens—	£	s.	d.	R	c
Eerste jaar ondervinding.....	16	4	0	32	40
Tweede jaar ondervinding.....	20	5	0	40	50
Derde jaar ondervinding.....	24	6	0	48	60
Vierde jaar ondervinding.....	28	7	0	56	70
Daarna.....	32	8	0	64	80

Handelsreisiger—

Eerste jaar diens.....	44	15	0	89	50
Tweede jaar diens.....	49	15	0	99	50
Derde jaar diens.....	54	15	0	109	50
Vierde jaar diens.....	59	15	0	119	50
Daarna.....	64	15	0	129	50

OPMERKING.—Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en een derde.

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

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

in subklousule (1) voorgeskryf word, moet—

- in die geval genoem in paragraaf (a), aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat teen die hoër besoldiging bereken is; en
- in die geval genoem in paragraaf (b), aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal wat bereken is volgens 'n kerf op die stygende loonskaal wat onmiddellik bokant die loon is wat die werknemer vir sy gewone werk ontvang het;

met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse, soos bepaal in subklousule (1), op ouderdom, ondervinding, diens of geslag gebaseer is.

(3) *Nagskof.*—'n Werknemer wat 'n nagskof werk, moet sy gewone loon plus agt persent van sy loon betaal word vir die tydperk van sodanige nagskof.

'n Werknemer wat 'n nagskof werk en van wie daar vereis word om oortyd te werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk, die oortydbesoldiging voorgeskryf in klousule 7 van hierdie Ooreenkoms, betaal word, en sodanige oortydbesoldiging moet bereken word volgens die loon wat hy verdien het terwyl hy sodanige nagskof gewerk het.

Elke werkgewer moet besluit wanneer die nagskof in sy bedryfsinrigting moet begin en moet 'n kennisgewing waarin sodanige begintyd gespesifiseer word, vertoon in 'n plek wat gereedlik toeganklik vir al sy werknemers is.

(4) Die lone voorgeskryf in (1), word geag lewenskostoelae in te sluit. Indien die lewenskostoelae voorgeskryf by Oorlogs-maatreël No. 43 van 1942, soos gewysig, of enige wetgewing wat in die plek daarvan gestel word of wat dit vervang, in so 'n mate verhoog word dat 'n werknemer geregtig sou wees op 'n hoër besoldiging as dié voorgeskryf in subklousule (1), moet sy besoldiging dienoreenkomstig verhoog word.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat lone wat gunstiger vir die werknemers is as dié vervat in hierdie Ooreenkoms, verlaag word nie.

5. KORTTYD.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms en behoudens die bepalinge van subklousule (6) (b) van klousule 6, mag 'n werkgewer weens 'n werkslapte of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf, aan sodanige werknemers 'n uurloon betaal vir elke uur of gedeelte van 'n uur gewerk.

6. BETALING VAN BESOLDIGING.

(1) Die besoldiging wat aan 'n werknemer verskuldig is, moet wekeliks en gedurende die gewone werkeure op die gewone betaaldag van die bedryfsinrigting in kontant betaal word; so nie, moet dit by diensbeëindiging betaal word indien dit voor die gewone betaaldag van die bedryfsinrigting plaasvind; met dien verstande dat waar die werkgewer en sy werknemer daaroor ooreenkom, die besoldiging in kontant of per tjek betaal mag word of in 'n werknemer se private handelsbankrekening gestort mag word; en voorts met dien verstande dat waar die werkgewer en sy werknemer daaroor ooreenkom, die besoldiging maandeliks betaal mag word.

(2) Geen premie vir die opleiding van 'n werknemer mag deur die werkgewer gevra of aangeneem word nie.

(3) Geen koste vir die beskadiging van materiaal mag gevorder word nie.

(4) 'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n bedryfsinrigting of persoon wat hy aanwys, te koop nie. Daar mag nie van 'n werknemer wat toegelaat word om goedere van sy werkgewer te koop, vereis word om meer daarvoor as die groothandelprijs van sodanige goedere te betaal nie.

(5) Behoudens die bepalinge van die Naturelle (Stadsgebiede) Wet, 1945, of die Naturellearbeid Regelingswet, 1911, mag daar nie van 'n werknemer vereis word om as deel van sy of haar dienskontrak kos of huisvesting van die werkgewer of op 'n plek deur die werkgewer aangewys, te ontvang nie.

Female—	£	s.	d.	R	c
First year of experience.....	16	4	0	32	40
Second year of experience.....	20	5	0	40	50
Third year of experience.....	24	6	0	48	60
Fourth year of experience.....	28	7	0	56	70
Thereafter.....	32	8	0	64	80

Traveller—

First year of employment.....	44	15	0	89	50
Second year of employment.....	49	15	0	99	50
Third year of employment.....	54	15	0	109	50
Fourth year of employment.....	59	15	0	119	50
Thereafter.....	64	15	0	129	50

NOTE.—The weekly wage of a monthly paid employee shall be his monthly wage divided by four and one-third.

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

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

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

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

provided that the provisions of this sub-clause shall not apply where the difference between the classes in terms of sub-clause (1) is based on age, experience, service of sex.

(3) *Night-shift.*—An employee who works on a night-shift shall be paid his ordinary wage plus eight per cent of his wage for the period of such night-shift.

An employee working night-shift who is required to work overtime, shall be paid for each hour or part of an hour so worked, the overtime rate applicable under section 7 of this Agreement, on the wage earned whilst working night shift.

Each employer shall decide when the night-shift shall commence to all his employees a notice specifying such time of commencement.

(4) The wages prescribed in (1) shall be deemed to include cost of living allowance. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased to the extent that an employee would have been entitled to remuneration in excess of that prescribed in terms of sub-clause (1), his remuneration shall be increased accordingly.

(5) Nothing in this Agreement shall operate to reduce any wages more favourable to employees than those contained in this Agreement.

5. SHORT-TIME.

Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of sub-clause (6) (b) of clause 6, an employer may on account of slackness of work or the exigencies of trade, work his employees short-time and pay such employees instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour worked.

6. PAYMENT OF REMUNERATION.

(1) Remuneration due to an employee shall be paid in cash weekly on the usual pay day of the establishment during the ordinary hours of work, or on termination of employment if this takes place before the ordinary pay day of the establishment; provided that where the employer and his employee agree, payment may be made by cash or cheque or paid into an employee's private commercial banking account; and provided further that where the employer and his employee agree, the remuneration may be paid monthly.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No charge for damage done to material shall be made.

(4) An employer shall not require his employee to purchase any goods from him or from any establishment or person nominated by him. An employee who is allowed to purchase any goods from his employer shall not be charged for them more than the wholesale price of such goods.

(5) Save as provided in the Natives (Urban Areas) Act, 1945, or the Native Labour Regulation Act, 1911, no employee shall be required as part of his or her contract of employment to board or lodge with the employer or at a place nominated by the employer.

(6) *Aftrekkings*.—Behoudens die bepalings van die Naturelle (Stadsgebiede) Wet, 1945, of die Naturellearbeid Regelingswet, 1911, mag 'n werkgewer sy werknemer geen boetes opleë nie en mag hy geen bedrag, uitgesonderd ondergenoemde aftrekkings, van sy werknemer se besoldiging aftrek nie:—

- (a) Wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n aftrekking wat eweredig is aan die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkkure ten tyde van sodanige afwesigheid ontvang het.
- (b) Wanneer die gewone werkkure voorgeskryf in klousule 7, weens korttyd verminderd word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering, van die werknemer se loon gedeel deur 44; met dien verstande dat sodanige werknemer minstens 'n bedrag gelyk aan 45 persent van sy uurloon moet ontvang vir die tydperk van sodanige korttyd.
 - (i) Die werkgewer moet voor die dag waarop en met ingang waarvan hy toegelaat word om korttyd te werk as gevolg van werkslape of die vereistes van die handel, die betrokke werknemers dienoreenkomstig in kennis stel.
 - (ii) Die werkgewer moet een uur vooraf kennis gee in die geval van korttyd wat voortspruit uit die onklaaraking van masjinerie; met dien verstande dat die werknemer betaling moet ontvang vir die uur kennisgewing; en voorts met dien verstande dat 'n werknemer wat nie aldus of ingevolge paragraaf (i) in kennis gestel is nie, daartoe geregtig is om wanneer hy hom by die bedryfsinrigting vir diens aanmeld, vir 'n halfdag te werk of minstens die helfte van sy dagloon te ontvang.
 - (iii) Wanneer die werk in die hele of 'n gedeelte van 'n bedryfsinrigting gestaak of onderbreek word, as gevolg van skade wat deur brand veroorsaak is, moet 'n werkgewer alle werknemers wat daardeur geraak word, lone betaal vir 'n maksimum van twee weke; met dien verstande dat sodanige betaling enige betaling insluit ten opsigte van kennisgewing van diensbeëindiging wat ingevolge klousule 11 van hierdie Ooreenkoms verskuldig is.
- (c) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, versekerings- of pensioenfondse, persoonlike spaargelde, belastingaanslae of siektebystandsfondse.
- (d) Bydraes tot die Raad se fondse ingevolge klousule 17 van hierdie Ooreenkoms en tot die siektebystandsfondse ingevolge klousule 10 van hierdie Ooreenkoms.
- (e) Met die skriftelike toestemming van die werknemer, ledesgeld vir die vakvereniging soos bepaal in klousule 21 van hierdie Ooreenkoms.
- (f) Enige bedrag wat 'n werkgewer ingevolge of kragtens enige wet, ordonnansie of regsproses namens sy werknemer moet betaal of toegelaat word om te betaal.
- (g) 'n Aftrekking van enige kontant wat voorgeskiet is op die lone wat 'n werkgewer aan sy werknemer verskuldig is; met dien verstande dat sodanige aftrekkings nie meer as 'n derde van die totale besoldiging wat aan so 'n werknemer verskuldig is, mag bedra nie.
- (h) Wanneer 'n werknemer instem om van sy werkgewer etes of huisvesting of albei aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

Slegs huisvesting: 4s. per week (40 sent).

Slegs etes: 8s. 6s. per week (85 sent).

Etes en huisvesting: 12s. 6d. per week (R1.25).

7. WERKKURE.

(1) (a) Die gewone werkkure van 'n werknemer, uitgesonderd 'n wag, handelsreisiger en 'n los werknemer, moet hoogstens 44 in een week wees; met dien verstande dat waar die gewone werkkure in 'n bedryfsinrigting op die datum waarop hierdie Ooreenkoms van krag word, minder as 44 per week is, sodanige getal geag moet word die gewone werkkure van daardie bedryfsinrigting te wees.

(b) In die geval van 'n wag moet die gewone werkkure hoogstens 12 uur per dag wees met 'n maksimum van 72 per week, wat 'n Sondag moet insluit wanneer dit verlang word.

(2) Alle bedryfsinrigtings moet al hul werknemers, uitgesonderd handelsreisigers, wagt, werknemers wat instandhoudingswerk verrig en teekamerwerknemers, wat ses dae per week mag werk, vyf dae per week van Maandag tot Vrydag laat werk, en geen werknemers wat op 'n vyfdaagse week geregtig is mag sonder die toestemming van die Raad op Saterdag werk gegee word nie.

(3) Behoudens die bepalings van subklousule (1), moet die werkgewer die begin- en ophoutyd (etenspouses ingesluit) van sy werknemers vasstel en 'n kennisgewing waar 'n sodanige tyd gemeld word, in sy bedryfsinrigting opgeplak hou; met dien verstande dat die werkkure per dag hoogstens die volgende mag wees:—

(a) In die geval van werknemers wat vyf dae per week werk, nege en 'n kwart uur op enige dag; en

(b) in die geval van werknemers, uitgesonderd 'n wag, wat ses dae per week werk, agt uur op enige dag tensy die ure op 'n bepaalde dag nie meer as vyf is nie, en in so 'n geval mag die ure op enigeen van die ander dae nie meer as agt en 'n half uur wees nie.

(6) *Deductions*.—Save as provided in the Natives (Urban Areas) Act, 1945 or the Native Labour Regulations Act, 1911, an employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than that he may make the following:—

(a) Whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.

(b) Whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's wage divided by 44; provided that such employee shall receive not less than an amount equivalent to 45 per cent of his hourly rate for the period of such short-time.

(i) The employer shall, prior to the day on and from which he is permitted to work short-time, due to slackness of work, or the exigencies of trade, notify the employees concerned accordingly.

(ii) The employer shall give one hour's notice in the case of short-time arising from a break-down of machinery; provided that the employee shall receive payment for the hour's notice; and provided further that an employee who has not been given such notice, or notice in terms of paragraph (i) shall, on attending at the establishment be entitled to be employed for a half day or to receive a minimum of one-half of his daily wage.

(iii) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, an employer shall pay to all employees affected thereby, wages up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 11 of this Agreement.

(c) With the written consent of the employee deductions for holiday, insurance or pension funds, personal savings, tax assessments or sick benefit funds.

(d) Contributions to the Council funds in terms of clause 17 of this Agreement and the sick benefit fund in terms of clause 10 of this Agreement.

(e) With the written consent of the employee, subscriptions to funds of the trade union as provided in terms of clause 21 of this Agreement.

(f) Any amount paid by an employer compelled or permitted by any law, ordinance, or legal process to make payment on behalf of an employee.

(g) A deduction of any cash advanced against wages due by an employer to his employee; provided that such deductions shall not exceed one-third of the total remuneration due to such employee.

(h) Whenever an employee agrees to accept from his employer board or lodging or both, a deduction not exceeding the amounts specified hereunder:—

Lodging only: 4s. per week (40 cents).

Board only: 8s. 6d. per week (85 cents).

Board and Lodging 12s. 6d. per week (R1.25).

7. HOURS OF WORK.

(1) (a) The ordinary hours of work of an employee, other than a watchman, commercial traveller and a casual employee, shall not exceed 44 in any one week; provided that where the ordinary hours of work in an establishment at the date of commencement of this Agreement are less than 44 hours per week, such number shall be deemed to be the ordinary hours of work of that establishment.

(b) In the case of a watchman the ordinary hours of work shall not exceed 12 hours per day with a maximum of 72 hours per week which shall include a Sunday as required.

(2) A five day week from Monday to Fridays shall be observed in all establishments for all employees, other than commercial travellers, watchmen, employees engaged on maintenance work and canteen employees who may be employed for six days per week and no employees entitled to a five day week shall be employed on a Saturday without the permission of the Council.

(3) Subject to the provisions of sub-clause (1) the employer shall fix the starting and closing times (including meal breaks) of work of his employees and shall keep posted up in his establishment a notice of such time; provided that the hours of work per day shall not exceed—

(a) in the case of employees who work a five day week, nine and a quarter hours on any day;

(b) in the case of employees other than a watchman, who work a six day week, eight hours on any day unless the hours on any one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n wag of 'n handelsreisiger, vereis of hom toelaat om vir meer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur waarin geen werk gedoen mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie; met dien verstande dat—

- (a) werkytdperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees;
- (b) indien sodanige pouse langer as een uur is, enige tydperk wat langer as een uur en 15 minute is, geag word gewone werkure te wees.

(5) *Ruspouses.*—Elke werkgewer moet een elkeen van sy werknemers, uitgesonderd 'n wag, handelsreisiger of afleweringsbediende, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

waarin daar nie van 'n werknemer vereis mag word of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure uit te maak.

(6) Behoudens die bepalings van subklousule (4), moet alle werkure op 'n dag agtereenvolgend wees.

(7) *Oortyd.*—Alle tyd wat 'n werknemer langer werk as die getal ure in subklousule (1) en (3) voorgeskryf, word geag oortyd te wees.

(8) *Beperking op oortyd.*—Geen werkgewer mag, sonder dat hy vooraf toestemming van die Raad gekry het, 'n werknemer toelaat om in enige week langer as 10 uur oortyd te werk nie en geen werknemer mag aldus oortyd werk nie; met dien verstande dat geen beperking wat by hierdie subklousule opgelê word, op 'n wag of 'n handelsreisiger van toepassing is nie en ook nie op 'n manlike werknemer nie terwyl hy besig is met werk wat weens 'n onklaarraking van die installasie van masjinerie of weens 'n ander onvoorsiene noodgeval noodsaaklik is of met werk in verband met die nasien of herstel van die installasie van masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

(9) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

- (a) Tussen 6 nm. en 6 vm.;
- (b) na 1 nm. op meer as vyf dae in 'n week;
- (c) oortyd op meer as drie agtereenvolgende dae in enige week;
- (d) oortyd vir meer as twee uur op enige dag;
- (e) oortyd op meer as 60 dae in enige jaar;
- (f) oortyd, na voltooiing van haar gewone werkure, vir langer as 'n uur op enige dag, tensy hy—
 - (i) sodanige werknemer voor die middag daarvan in kennis gestel het;
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy oortyd moet begin werk; of
 - (iii) sodanige werkgewer minstens 15 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy oortyd moet begin werk.

(10) *Betaling van oortyd.*—(a) 'n Werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, van wie vereis word of wat toegelaat word om oortyd te werk; moet vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en 'n derde maal sy weekloon gedeel deur sy gewone getal werkure; met dien verstande dat, in 'n bedryfsinrigting waar die gewone werkure minder as 44 is, 'n werknemer van wie vereis word of wat toegelaat word om oortyd te werk, vir die verskil tussen die getal gewone werkure en 44 uur per week betaal moet word teen een en 'n kwart maal sy weekloon gedeel deur sy gewone getal werkure; en voorts met dien verstande dat, as oortyd op 'n daaglikse grondslag verskil van oortyd op 'n weeklikse grondslag, die grondslag wat vir die werknemer die gunstigste is, toegepas moet word.

(b) As daar van 'n los werknemer vereis word of as hy toegelaat word om vir langer as agt en 'n half uur op enige dag te werk, moet hy vir elke uur of gedeelte van 'n uur aldus gewerk betaal word teen een en 'n derde maal sy uurloon.

(11) Die bepalings van hierdie klousule is nie op 'n werknemer wat £780 (R1,560) of meer per jaar verdien van toepassing nie.

8. SONDAE EN OPENBARE VAKANSIEDAE.

(1) Wanneer 'n werknemer, uitgesonderd 'n wag of handelsreisiger, op 'n Sondag werk, moet hy soos volg betaal word:—

- (a) As hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (b) as hy vir 'n tydperk van langer as vier uur aldus werk, minstens dubbel sy gewone loon betaalbaar ten opsigte van die totale tydperk op so 'n Sondag gewerk of minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die bedrag wat die grootste is; of
- (c) teen minstens een en 'n derde maal sy uurloon ten opsigte van die totale tydperk op so 'n dag gewerk, en binne sewe dae vanaf so 'n Sondag moet een dag vakansie met betaling teen sy gewone loon asof hy op so 'n vakansiedag sy gewone werkure vir daardie dag van die week gewerk het, aan hom toegestaan word.

- (2) (a) As 'n werknemer nie op—
Nuwejaarsdag (1 Januarie);
Van Riebeeckdag (6 April);
Goede Vrydag;
Paasmaandag;

(4) *Meal Breaks.*—An employer shall not require or permit an employee, other than a watchman or commercial traveller to work for more than five hours continuously without an uninterrupted interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (a) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (b) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work.

(5) *Rest Intervals.*—Each employer shall grant to each of his employees, other than a watchman, commercial traveller or delivery employee, a rest interval of not less than 10 minutes 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;

during which 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.

(6) Save as provided in sub-clause (4) all hours of work on any day shall be consecutive.

(7) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clauses (1) and (3) shall be deemed to be overtime.

(8) *Limitation of Overtime.*—No employer shall without the prior consent of the Council, permit an employee to work and no employee shall work overtime for more than 10 hours in any week; provided that no restriction imposed by this sub-clause shall apply to a watchman, or commercial traveller, or to any male employee while employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary working hours.

(9) *Female Employees.*—An employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime on more than three consecutive days in any week;
- (d) overtime for more than two hours on any day;
- (e) overtime on more than 60 days in any year;
- (f) 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;
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee not less than 15 cents in sufficient time to enable her to obtain and partake of a meal before overtime is due to commence.

(10) *Payment for Overtime.*—(a) An employee other than a commercial traveller, and a casual employee, who is required or allowed to work overtime, shall be paid for each hour or part of an hour so worked at a rate of one and one-third times his weekly wage divided by his ordinary hours of work; provided that in an establishment where the ordinary hours of work are less than 44, an employee who is required or permitted to work overtime, shall be paid for the hours worked between the ordinary hours and 44 hours per week, at a rate of one and one-quarter his weekly wage divided by his ordinary hours of work; and provided further, that if overtime on a daily basis differs from overtime on a weekly basis, the basis more favourable to the employee shall apply.

(b) If a casual employee is required or allowed to work for more than eight and a half hours on any day, he shall be paid for each hour or part of an hour so worked, at a rate of one and one-third times his hourly rate.

(11) The provisions of this clause shall not apply to any employee remunerated at the rate of £780 (R1,560) or more per annum.

8. SUNDAYS AND PUBLIC HOLIDAYS.

(1) Whenever an employee, other than a watchman or commercial traveller works on a Sunday, he shall be paid—

- (a) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week day; or
- (b) if he so works for a period exceeding four hours, at a rate not less than double his ordinary rate of wages, in respect of the total period worked on such Sunday or not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or
- (c) at a rate of not less than one and one-third times his hourly rate in respect of the total period worked on such day and he granted within seven days of such Sunday, one day's holiday and pay in respect thereof at his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) (a) Subject to the provisions of clauses 6 (6) and 9 (3) if an employee does not work on—

New Year's Day (1st January);
Van Riebeeck Day (6th April);
Good Friday;
Easter Monday;

Hemelvaartsdag;
 Republiekdag (31 Mei);
 Gesinsdag (tweede Maandag in Julie);
 Setlaarsdag (eerste Maandag in September);
 Krugerdag (10 Oktober);
 Geloftedag (16 Desember);
 Kersdag (25 Desember);
 Tweede Kersdag (26 Desember);
 Tweede Kersdag (26 Desember);

of op enige openbare vakansiedag wat kragtens die Wet op Openbare Feesdae, No 5 van 1952 tot 'n openbare vakansiedag geproklameer is, werk nie, moet sy werkgever behoudens die bepalings van klousule 6 (6) en 9 (3), hom vir die week waarin so 'n dag val, minstens sy weekloon betaal soos voorgeskryf in klousule 4 (1); met dien verstande dat—

- (i) Kersdag, Nuwejaarsdag en Geloftedag vir 'n weekliks betaalde werknemer vakansiedae met betaling is, al val hulle op 'n Saterdag; en
 - (ii) wanneer 'n werknemer weens geen fout van die werkgever nie en om 'n ander rede as siekte soos bepaal in klousule 10, van sy werk afwesig is onmiddellik voor of na so 'n vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag, daar nie vir sodanige vakansiedag betaal word nie.
- (b) Wanneer 'n werkgever van sy werknemer vereis of hom toelaat om, op 'n openbare vakansiedag te werk, moet hy behoudens die bepalings van klousule 9 (3), so 'n werknemer vir die week waarin sodanige dag val, sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op sodanige dag gewerk het.

9. JAARLIKSE VERLOF.

(1) (a) 'n Werkgever moet ten opsigte van elke voltooide tydperk van 12 maande diens by hom, aan sy werknemer—

- (i) tien agtereenvolgende werkdagse verlof in die geval van 'n werknemer wat vyf dae per week werk;
- (ii) twaalf agtereenvolgende werkdagse verlof in die geval van 'n werknemer wat vyf en 'n half of ses dae per week werk;

verleen binne vier maande vanaf die datum waarop die jaar diens waarop die verlof betrekking het, voltooi is, en die werkgever moet so 'n werknemer gedurende sy verloftyd betaal teen die loon wat die werknemer onmiddellik voor die tydperk van sodanige verlof ontvang het.

(b) Ingeval 'n werknemer ontslaan word of die diens van 'n werkgever verlaat, moet aan hom daardie gedeelte van die verlof verleen word wat hom toekom tot op die datum van sy vertrek; so nie, moet hy betaling bereken op grondslag van een sesde van die weekloon wat hy onmiddellik voor die datum van diensbeëindiging verdien het, vir elke voltooide maand diens ontvang.

(2) Die verloftydperk mag nie saamval nie met enige tydperk van kennisgewing ten opsigte van diensbeëindiging, afwesigheid weens siekte, soos bepaal in klousule 10, of militêre opleiding.

(3) As enige openbare vakansiedag in klousule 8 (2) (a) genoem, binne die tydperk van sodanige verlof val, moet sodanige vakansiedag by genoemde tydperk getel word as 'n verdere tydperk van verlof met betaling, afgesien daarvan of sodanige vakansiedag op 'n Saterdag val al dan nie.

(4) Die werkgever moet 'n werknemer aan wie verlof toegestaan word ooreenkomstig hierdie klousule, sy loon vir die verloftydperk voor of op die laaste werkdag voor die begin van genoemde tydperk betaal.

(5) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke van hoogstens altesaam 10 weke in 'n jaar in te sluit waarin die werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) om militêre opleiding te ondergaan;
- (c) op las of op versoek van die werkgever;
- (d) as gevolg van 'n besering op diens;
- (e) as gevolg van siekte soos bepaal in klousule 10, of weens die verbod vervat in artikel drie-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(i) Die bepalings van paragraaf (e) is nie ten opsigte van enige tydperk van afwesigheid weens siekte, wat langer as drie agtereenvolgende dae duur, van toepassing nie as die werknemer, uitgesonderd 'n werknemer in subparagraaf (ii) genoem, versuim om, nadat die werkgever hom daartoe versoek het, 'n mediese sertifikaat voor te lê waarin verklaar word dat hy weens siekte verhoed was om sy werk te doen, en genoemde bepalings is ook nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige tydperk van 12 maande diens wat meer as 30 dae duur, van toepassing nie.

(ii) Van 'n werknemer wie se werkgever ingevolge enige wet voorsiening moet maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, word daar nie vereis om 'n mediese sertifikaat ten opsigte van enige tydperk van afwesigheid genoem in subparagraaf (i) voor te lê nie.

Ascension Day;
 Republic Day (31st May);
 Family Day (second Monday in July);
 Settler's Day (first Monday in September);
 Kruger Day (10th October);
 Day of the Covenant (16th December);
 Christmas Day (25th December);
 Boxing Day (26th December);

or any public holiday proclaimed as such in terms of the Public Holidays Act, No. 5 of 1952, his employer shall pay him for the week in which such day falls not less than his weekly wage, as prescribed in section 4 (1); provided that—

- (i) for a weekly paid employee Christmas Day, New Year's Day and the Day of the Covenant shall be paid holidays notwithstanding that they fall on a Saturday; and
- (ii) when an employee has been absent from work, through no fault of the employer and for any reason other than illness in terms of clause 10, immediately preceding or succeeding such holiday, other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, such holiday shall not be paid for.

(b) Whenever an employer requires or permits an employee to work on any public holiday, he shall, save as provided for in clause 9 (3) pay such employee for the week in which such day falls his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day.

9. ANNUAL LEAVE.

(1) (a) An employer shall grant to his employee in respect of each completed period of twelve months employment with him—

- (i) in the case of an employee who works a five day week, 10 consecutive working days leave;
- (ii) in the case of an employee who works a five and half or six day week, 12 consecutive working days leave;

within four months from the date of completion of the year of employment to which it relates at the wage the employee was receiving immediately prior to the period of such leave.

(b) In the event of an employee being discharged or leaving the service of an employer, he shall receive that proportion of leave due up to the date of leaving or payment in lieu thereof, calculated on the basis of one-sixth of the weekly wage the employee was receiving immediately prior to the date of termination of employment in respect of each completed month of employment.

(2) The period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is absent through illness in terms of clause 10 or is undergoing military training.

(3) If any public holiday referred to in clause 8 (2) (a) falls within the period of such leave such holiday shall be added to the said period as a further period of paid leave, whether or not such holiday falls upon a Saturday.

(4) The employer shall pay to an employee to whom leave is granted under this clause, his wage in respect of the period of leave not later than the last working day before commencement of the said period.

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

- (a) on leave in terms of this clause;
- (b) undergoing military training;
- (c) on the instruction or at the request of the employer;
- (d) due to an injury on duty;
- (e) owing to illness in terms of clause 10 or by reason of the prohibition contained in section twenty-three of the Factories, Machinery and Building Work Act, 1941, amounting in the aggregate in any year to not more than 10 weeks.

(i) The provisions of paragraph (e) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii), fails, after a request for such a certificate by the employer, to submit to the employer, a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any law to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(6) Vir die toepassing van hierdie klousule, word indiensneming geag soos volg te begin:—

- (a) In die geval van 'n werknemer wat voor die datum waarop die Ooreenkoms van krag word, op verlof geregtig geword het kragtens enige ooreenkoms of arbitrasietoekenning vir die Beskuitnywerheid wat ingevolge die Wet of enige wet bindend was, vanaf die datum waarop sodanige werknemer aldus op verlof geregtig geword het; met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande vanaf die datum waarop hierdie Ooreenkoms van krag word, toegestaan moet word.
- (b) In die geval van enige ander werknemer, vanaf die datum waarop hy tot die werkgewer se diens toetree het.

10. SIEKTEBYSTANDSFONDS.

(1) Hierby word 'n siektebystandsfonds in die lewe geroep wat hieronder die „fonds” genoem word.

(2) Vir die doel van sodanige fonds moet elke werkgewer elke week van die loon van elkeen van sy werknemers, uitgesonderd dié wat 'n loon van £780 (R1,560) of meer per jaar ontvang, die volgende bedrae aftrek:—

- (a) In die geval van werknemers wie se loon £3. 12s. (R7.20) of minder per week is, die som van vier pennies (3 sent);
- (b) in die geval van werknemers wie se loon meer as £3. 12s. (R7.20) per week is, maar nie meer as £7. 4s. (R14.40) per week nie, die som van vyf pennies (4 sent);
- (c) in die geval van werknemers wie se loon meer as £7. 4s. (R14.40) per week is, die som van sewe pennies (6 sent).

By die totale bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totaal maand na maand en wel voor of op die sewende dag van elke maand, aan die Sekretaris van die Fonds, Geneva-gebou 701, Parlementstraat, Kaapstad, stuur tesame met die volgende besonderhede:—

Volle naam van elke werknemer vir wie die bedrag afgetrek is.

Beroep.

Getal ure gewerk deur elke werknemer elke week.

Totale loon betaal aan elke werknemer elke week.

Die nodige vorms vir hierdie doel word deur die Sekretaris aan die werkgewers verskaf.

OPMERKING.—(i) By die toepassing van hierdie artikel, omvat „loon” nie oortydbesoldiging of ekstra betaling vir 'n nagskof nie.

(ii) Wanneer 'n werknemer afwesig is as gevolg van siekte soos omskryf in hierdie klousule, moet sy werkgewer hom 45 persent van sy loon gedurende die eerste drie weke van sy siekte in enige jaar betaal terwyl hy in diens van die werkgewer is.

(3) Die doel van hierdie fonds is om werknemers op wie die Ooreenkoms van toepassing is, te betaal terwyl hulle siek is.

(4) Die fonds word deur die Raad geadministreer.

(5) Alle gelde wat vir die fonds ontvang word, moet in 'n spesiale bankrekening gestort en beheer word deur die Raad of 'n komitee wat uit 'n gelyke getal werkgewers en werknemers bestaan.

(6) Alle uitbetalings uit die fonds moet geskied by wyse van 'n tjek wat op die fonds se rekening getrek is. Alle sodanige tjeks moet deur die Sekretaris of Rekenmeester geteken word.

(7) 'n Werknemer wat vir ses maande voor sy of haar siekte tot die fonds bygedra het, is gedurende die geldigheidsduur van hierdie Ooreenkoms op betaling gedurende sy of haar siekte geregtig en wel teen die volgende skaal:—

(a) Vir 'n tydperk van agt weke—

- (i) in die geval van werknemers wie se loon £3. 12s. (R7.20) per week of minder is: £1. 10s. (R3) per week;
- (ii) in die geval van werknemers wie se loon meer as £3. 12s. per week is, maar nie meer as £7. 4s. (R14.40) per week nie; £2 (R4) per week;
- (iii) in die geval van werknemers wie se loon meer as £7. 4s. (R14.40) per week is: £3 (R6) per week.

(b) Vir 'n verdere tydperk van agt weke—

- (i) in die geval van werknemers wie se loon £3. 12s. (R7.20) per week of minder is: £1. 2s. 6d. (R2.25) per week;
- (ii) in die geval van werknemers wie se loon meer as £3. 12s. (R7.20) per week is, maar nie meer as £7. 4s. (R14.40) per week nie: £1. 10s. (R3) per week;
- (iii) in die geval van werknemers wie se loon meer as £7. 4s. (R14.40) per week is: £2. 10s. (R5) per week.

Mits die fonds sterk genoeg is, word die bedrae hierbo gemeld, aan werknemers betaal vir 'n tydperk van 16 weke in 'n bepaalde jaar, maar geen betaling geskied vir siekte wat korter as twee agtereenvolgende dae, Sondae uitgesluit duur nie, en na daardie tydperk moet 'n mediese sertifikaat voorgelê en gestuur word aan die Sekretaris van die Raad, en die duur van die siekte moet op sodanige sertifikaat gemeld word.

Die Raad mag in spesiale gevalle wat hy goedgekeur het, magtiging verleen vir die betaling van groter bedrae as die bystand hierbo genoem.

OPMERKING.—(i) Vir die doel van sodanige bystand beteken „siekte” enige siekte of aandoening of besering wat nie aan wangedrag of die oormatige gebruik van sterk drank of verdovingsmiddels te wyte is nie en omvat dit 'n ongeluk, siekte of besering ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is maar dit omvat nie 'n besering wat daaraan te wyte is dat 'n werknemer 'n private motor of motorfiets bestuur of 'n fiets gery het toe hy nie op diens was nie of wat die gevolg is van deelname aan 'n bedrywigheid wat nie met sy diens in verband staan nie.

(6) For the purpose of this clause employment shall be deemed to commence—

- (a) in the case of an employee who had, before the date on which the Agreement comes into operation, become entitled to leave in terms of any agreement or arbitration award for the Biscuit Industry which was binding in terms of the Act, or in terms of any law, from the date on which such employee so became entitled to leave; provided that if such leave has not been granted earlier, it should be granted within two months from the date of coming into operation of this Agreement;

- (b) in the case of any other employee, from the date upon which he entered his employer's service.

10. SICK PAY BENEFIT FUND.

(1) There is hereby established a sick pay benefit fund, hereinafter referred to as „the fund”.

(2) For the purpose of such fund each employer shall each week deduct from the wages of each of his employees, other than those in receipt of wages of £780 (R1,560) or more per annum—

- (a) in the case of employees whose wages are up to £3. 12s. (R7.20) per week, the sum of fourpence (3 cents);
- (b) in the case of employees whose wages are over £3. 12s. (R7.20) per week but not more than £7. 4s. (R14.40) per week, the sum of fivepence (4 cents);
- (c) in the case of employees whose wages are over £7. 4s. (R14.40) per week, the sum of sevenpence (6 cents).

To the total amount so deducted, the employer shall add a like amount and forward the total month by month, and not later than the seventh day of each month, to the Secretary of the Fund, 701 Geneva House, Parliament Street, Cape Town, together with the following particulars:—

Full name of every employee for whom the deduction has been made.

Occupation.

Number of hours worked by each employee each week.

Total wages paid to each employee each week.

The necessary forms for this purpose will be supplied by the Secretary for the use of employers.

NOTE.—(i) For the purpose of this section „wages” do not include overtime or extra payment for night-shift;

(ii) When an employee is absent because of sickness as defined in this clause, he shall be paid by his employer 45 per cent of his wage during the first three weeks of sickness in any one year, whilst in the employment of the employer.

(3) The object of the fund shall be to provide sick pay to employees to whom the agreement applies, during periods of illness.

(4) The fund shall be administered by the Council.

(5) All moneys received for the fund shall be deposited into a special banking account and controlled by the Council or a committee of equal numbers of employers and employees.

(6) All payments out of the fund shall be by cheque, drawn on the fund's account. All such cheques shall be signed by the Secretary or Accountant.

(7) An employee who has paid contributions to the fund for six months preceding his or her illness shall be entitled to sick pay during the currency of this Agreement under the following scale:—

(a) For a period of eight weeks—

- (i) in the case of employees whose wages are up to £3. 12s. (R7.20) per week: £1. 10s. (R3) per week;
- (ii) in the case of employees whose wages are over £3. 12s. (R7.20) per week, but not more than £7. 4s. (R14.40) per week: £2 (R4) per week;
- (iii) in the case of employees whose wages are over £7. 4s. (R14.40) per week: £3 (R6) per week.

(b) For a further period of eight weeks—

- (i) in the case of employees whose wages are up to £3. 12s. (R7.20) per week: £1. 2s. 6d. (R2.25) per week;
- (ii) in the case of employees whose wages are over £3. 12s. (R7.20) per week, but not more than £7. 4s. (R14.40) per week: £1. 10s. (R3) per week;
- (iii) in the case of employees whose wages are over £7. 4s. (R14.40) per week: £2. 10s. (R5) per week;

Provided the fund permits, the amounts set out above shall be paid to employees for a period of 16 weeks in any one year, but no payment shall be made for less than two consecutive days' sickness, excluding Sundays, and after that period a doctor's certificate must be produced and forwarded to the Secretary of the Council, such certificate to set out the period of illness.

The Council may authorise the payment of amounts in excess of the above benefits in special cases approved by it.

NOTE.—(i) For the purpose of such benefits „sickness” shall mean any illness, affliction, disease, or injury which is not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, and shall include an accident, illness, disease or injury in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, but shall exclude an injury which is due to an employee driving a private motor car or motorcycle, or riding a bicycle when off duty, or resulting from participating in any activity not connected with his employment.

Verwagte vroue wat nie vir 'n bevallingsstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en/of die Werkloosheidsversekeringswet in aanmerking kan kom nie, is geregtig op siektebystand uit die fonds, en dit geld ook vrouens wat op die punt staan om 'n bevalling te hê en wat op mediese advies moet ophou werk voor die datum voorgeskryf in bogenoemde Wet, en sodanige vroeër verloop word beperk tot 'n maksimum van vier weke en bystand word dienoreenkomstig verleen.

(ii) By die toepassing van hierdie subklousule omvat „loon” nie oortydbesoldiging of ekstra betaling vir 'n nagskof nie.

(8) Wanneer die fonds se bates daal tot £50 (R100), word die betaling van siektebystand opgeskort tot tyd en wyl die fonds aangevul en weer sterk genoeg is om te voldoen aan eise wat ooreenkomstig hierdie Ooreenkoms ingestel word.

(9) 'n Werknemer wat uit sy of haar diens ontslaan word as gevolg van 'n tekort aan werk of om 'n ander rede wat na die mening van die Raad gegrond is, en nie as gevolg van 'n fout van die werknemer nie, is, as hy of sy siek word, behoudens die bepaling van subklousule (7) van hierdie klousule op siektebystand geregtig vir 'n tydperk van hoogstens sesien weke vanaf die datum van sy of haar ontslag; met dien verstande dat hy of sy nie binne daardie tydperk werk buite die Beskuiptnywerheid verkry nie. Na sesien weke word 'n werknemer geag uit die Nywerheid te wees, en het hy of sy geen verdere eis teen die siektefonds nie, maar indien sodanige werknemer binne 16 weke weer werk in die Beskuiptnywerheid verkry, word hy of sy geag ononderbroke werksaam in die Nywerheid te gewees het.

(10) Alle administrasiekoste word teen die fonds in rekening gebring.

Wanneer die Siektebystandsfonds oor meer geld beskik as wat nodig is vir die bestryding van onkoste, moet sodanige geld belê word in—

- (i) Staatseffekte of die effekte van plaaslike besture;
- (ii) Uniëningsertifikate;
- (iii) poskantoorpaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;

of op enige ander manier wat die Registrateur goedkeur.

(11) 'n Openbare rekenmeester of openbare rekenmeesters, wat deur die Raad aangestel moet word, moet nadat die fonds begin het om bystand te verleen, die rekenings van die fonds jaarliks, maar voor of op 31 Januarie elke jaar, ouditeer.

Die geouditeerde staat moet daarna ter insae lê in die hoofkantoor van die Raad, en 'n afskrif van sodanige geouditeerde staat moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan elke werkgewer, die Sekretaris van die Vakvereniging en die Nywerheidsregistrateur gestuur word.

(12) Die Raad moet reëls en regulasies vir die behoorlike administrasie van die fonds opstel. 'n Kopie van die reëls en alle wysigings daarvan moet ingedien word by die Nywerheidsregistrateur wat ingevolge artikel drie van die Wet aangestel is.

(13) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die fonds, en as hierdie Ooreenkoms verval, moet die Raad aanhou om die fonds op die wyse voorgeskryf in hierdie Ooreenkoms en in die reëls, te administreer totdat alle fondse uitgeput is of totdat 'n nuwe ooreenkoms aangegaan is. In laasgenoemde geval moet alle saldo's oorgegedra word na die nuwe fonds wat ingevolge daarvan geskep is.

(14) (i) Wanneer hierdie Ooreenkoms verstryk het en die Raad—

- (a) om die een of ander rede ophou om te funksioneer; of
- (b) versuim om 'n nuwe ooreenkoms aan te gaan binne 'n tydperk van een jaar vanaf die verstrykingsdatum van hierdie Ooreenkoms; of
- (c) om 'n ander rede nie in staat is nie of onwillig is om die administrasie van die fonds voort te sit;

moet die fonds deur die firma Cape Town Board of Executors gelikwedeer word soos bepaal in die ooreenkoms wat tussen die Raad en genoemde eksekuteurskamer aangegaan is en wat as Aanhangsel A hierby aangeheg is.

(ii) Ingeval die Raad ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend bly ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoening, 1956, moet genoemde eksekuteurskamer die fonds ooreenkomstig die bepaling van die Ooreenkoms en die reëls van die Raad administreer totdat die Ooreenkoms verval, en die fonds moet dan gelikwedeer word.

(iii) Ingeval genoemde eksekuteurskamer nie meer bestaan nie of nie in staat is nie of onwillig is om op te tree, mag die Nywerheidsregistrateur 'n bestuurskomitee aanstel om die pligte van genoemde eksekuteurskamer uit te voer, en sodanige komitee moet bestaan uit 'n gelyke getal werkgewers en werknemers in die Nywerheid. Alle vakatures wat in die Komitee ontstaan, mag deur die Nywerheidsregistrateur uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat die ledetal van die komitee uit ewe veel verteenwoordigers en plaasvervangers van die werkgewers en die werknemers bestaan. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer, of ingeval die komitee voor 'n dooie punt te staan kom, mag die Nywerheidsregistrateur 'n trustee of trustees aanstel om die pligte van die komitee uit te voer.

(iv) (a) By die likwidasie van die fonds moet alle skulde aan die fonds ingevorder en alle gelde wat as gevolg van eise verskuldig is, betaal word.

Females who are to be confined and are not eligible for a confinement allowance under the Factories, Machinery and Building Work Act, 1941, and/or the Unemployment Insurance Act, shall be entitled to sick benefits under the fund, as also females about to be confined who are required on medical advice to cease work prior to the prescribed date as provided for in terms of the above stated Act, such prior leave to be restricted to a maximum of four weeks and benefits allowed accordingly.

(ii) For the purpose of this sub-clause "wages" exclude overtime or extra payment for night-shift.

(8) The payment of sick pay shall be suspended when the fund reaches a level of £50 (R100) until such time as it has been reinstated and is capable of meeting the claims accruing under this Agreement.

(9) An employee who is dismissed from his or her employment through shortage of work or any other reason deemed suitable in the opinion of the Council, and not due to any fault of the employee, shall, if he becomes ill and subject to sub-clause (7) of this clause, be entitled to sick benefits during a period not exceeding 16 weeks from the time of his or her dismissal; provided that he or she does not within that period obtain employment outside the Biscuit Industry. After 16 weeks an employee shall be deemed to be out of the Industry, and shall have no further claim on the sick fund, but if such employee obtains further employment in the Biscuit Industry within 16 weeks, he or she shall be deemed to have continuously employed in such industry.

(10) All administrative expenses shall be a charge upon the fund. Funds surplus to the requirements of the sick benefit fund for expenses shall be invested in—

- (i) Union or local Government stock;
- (ii) Union Loan Certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) savings accounts, permanent shares of fixed deposits in building societies or banks;

or in any other manner approved by the registrar.

(11) A public accountant or public accountants, who will be appointed by the Council, shall, after the fund has commenced to pay benefits, audit the accounts, of the fund annually, but not later than the 31st January of each year.

The audited statement shall thereafter lie for inspection at the head office of the Council, and a copy of such audited statement to be sent to each employer, to the Secretary of the Trade Union and to the Industrial Registrar within three months of the close of the period covered thereby.

(12) The Council shall make rules and regulations for the proper administration of the fund. A copy of the rules and any amendments thereof shall be lodged with the Industrial Registrar appointed in terms of section three of the Act.

(13) The Council shall be the body responsible for the administration of the fund and if this Agreement expires by the effluxion of time, the Council shall continue to administer the fund in the manner provided for in this Agreement and the rules until all funds are exhausted or until a new agreement is negotiated in which event any balance shall be transferred to any new fund created in terms thereof.

(14) (i) Whenever this Agreement has expired and—

- (a) the Council for any reason ceases to function; or
- (b) fails to negotiate a new agreement within the period of one year from the date of expiry of this Agreement; or
- (c) the Council is for any other reason unable or unwilling to continue the administration of the fund;

the fund shall be wound up by the firm of Cape Town Board of Executors in the manner provided for in an agreement entered into between the Council and the said Board of Executors annexed hereto marked Annexure A.

(ii) In the event of the Council ceasing to function during any period during which this Agreement remains binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, the said Board of Executors shall administer the fund in accordance with the provisions of the agreement and the rules of the Council until the agreement expires when the fund shall be liquidated.

(iii) In the event of the said Board of Executors no longer existing or being unable or unwilling to act, the Industrial Registrar may appoint a management committee to carry out the duties of the said Board of Executors, and which committee shall consist of an equal number of employers and employees in the Industry. Any vacancy occurring on the committee may be filled by the Industrial Registrar from the employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the committee.

(iv) (a) On liquidation of the fund all debts due to the fund shall be collected and all claims due shall be paid.

(b) Behoudens die bepalings van paragraaf (a), moet enige saldo, nadat alle administrasie- en ander koste betaal is, aan die Sekretaris van die National Union of Operative Biscuit Makers and Packers of South Africa of, indien die vereniging nie meer bestaan nie, aan die Suid-Afrikaanse Rooikruisvereniging betaal word; met dien verstande dat, as die saldo meer as eenhonderd-en-veertig pond bedra, twee derdes daarvan bestee moet word soos in paragraaf (b) bepaal en een derde aan die Staatskuld-kommissaris betaal moet word, wat ooreenkomstig die bepalings van artikel vier-en-dertig (4) (b) van die Wet daarmee moet handel.

11. DIENSBEËINDIGING.

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

(a) gedurende die eerste week diens minstens 24 uur; en

(b) daarna minstens sewe kalenderdae;

vooraf daarvan kennis gee, of 'n werkgewer of werknemer mag die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing minstens onderstaande aan die werknemer te betaal of aan die werkgewer te verbeur, na gelang van die geval—

(i) in die geval van 24 uur kennis, 'n bedrag gelykstaande met die dagloon wat die werknemer ontvang op die datum van sodanige beëindiging;

(ii) in die geval van 'n week kennisgewing, 'n bedrag gelykstaande met die weekloon wat die werknemer ontvang op die datum van sodanige beëindiging;

met dien verstande dat dit nie die volgende raak nie:—

(i) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing op te sê om enige rede wat regtens as genoegsaam beskou word;

(ii) enige geskrewe ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstydperk van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf is;

(iii) die werking van 'n verbeuring of boete wat by enige wet van toepassing kan wees ten opsigte van diensverlating deur 'n werknemer;

voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van beëindiging deur aftrekkings ten opsigte van korttyd verminder is, die uitdrukking „wat die werknemer ontvang op die datum van sodanige beëindiging” geag word die volgende te beteken: „wat die werknemer sou ontvang het op die datum van sodanige beëindiging indien geen aftrekkings vir korttyd gemaak is nie.”

(2) Waar daar 'n ooreenkoms ingevolge item (ii) van die eerste voorbehoedsbepaling van subklousule (1) is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstydperk waarvoor ooreengekom is.

(3) Die kennisgewingstydperk voorgeskryf in subklousule (1) mag nie saamval en kennis mag nie gegee word gedurende 'n werknemer se afwesigheid met verlof wat toegestaan is kragtens klousule 9, of met enige tydperk waartydens hy militêre opleiding ondergaan nie, en 'n werkgewer word nie toegelaat om 'n werknemer te ontslaan terwyl hy siektebetaling ontvang kragtens klousule 10 nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, as die geld wat 'n werkgewer aan 'n werknemer as loon verskuldig is onvoldoende is om die volle verbeurde bedrag te dek wat in subklousule (1) en (2) genoem word, mag die werkgewer sodanige bedrag uit ander bystand (indien daar is) agterhou wat opgeloopt het tot krediet van sodanige werknemer ten tyde van die beëindiging van sy dienskontrak. By die toepassing van hierdie subklousule word enige betaling wat ingevolge klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, gereken as bystand wat oploopt.

12. HERINDIENSNEMING.

'n Verpakker of fabriekswerker wat sy of haar diens in die nywerheid verlaat het, moet by herindiensneming in dieselfde beroep dieselfde loon betaal word wat hy of sy ontvang het toe sy of haar diens beëindig is; met dien verstande dat enige sodanige werknemer wat na 'n afwesigheid van 12 tot 24 agtereenvolgende maande; weer in die nywerheid in diens geneem word die loon betaal moet word wat van toepassing is op een kerf laer as die loon wat hy of sy ontvang het by sy of haar diensbeëindiging en na 'n afwesigheid van meer as 24 agtereenvolgende maande, op twee kerwe laer as sodanige loon, of die aanvangsloon wat voorgeskryf is vir 'n verpakker of fabriekswerker in die geval van 'n werknemer wat slegs geregtig was op die aanvangsloon toe hy die Nywerheid verlaat het.

13. DIENSSERTIFIKATE.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgewer by beëindiging van die dienskontrak van sodanige werknemer hom van 'n dienssertifikaat voorsien wat die volgende aandui:—

- (1) Die volle naam van die werkgewer;
- (2) Die volle naam van die werknemer;
- (3) aard van diens (d.w.s. die beroep waarin hy in diens was);
- (4) aanvangsdatum van diens;
- (5) datum van beëindiging van diens;
- (6) loonskaal ten tyde van diensbeëindiging;
- (7) datum waarop die sertifikaat uitgereik is.

'n Afskrif van elke sodanige sertifikaat moet binne 14 dae aan die Sekretaris van die Raad gestuur word.

(b) Subject to paragraph (a) any balance, after all administrative and other expenses have been paid, shall be paid to the Secretary of the National Union of Operative Biscuit Makers and Packers of South Africa, or if the union no longer exists, to the South African Red Cross Society: Provided that if the balance exceeds one hundred and fifty pounds, two-third shares shall be disposed of in terms of paragraph (b) and one-third share shall be paid over to the Public Debt Commissioners to be dealt with in terms of section thirty-four (4) (b) of the Act.

11. TERMINATION OF EMPLOYMENT.

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

(a) during the first week of employment not less than 24 hours' notice;

(b) thereafter not less than seven calendar days' notice;

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

(i) in the case of 24 hours' notice the equivalent of the daily wage which the employee is receiving at the date of such termination;

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

provided that this shall not affect—

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

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

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

provided further that, where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression “is receiving at the date of such termination” shall be deemed to mean “would have received at the date of such termination if no deductions had been made in respect of short-time”.

(2) Where there is an agreement in terms of item (ii) of the first proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The period of notice prescribed in sub-clause (1) shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 9, or any period of military training, and an employer is not permitted to discharge an employee whilst he is in receipt of sick pay in terms of clause 10.

(4) Notwithstanding anything to the contrary in this Agreement should the money owing by an employer to an employee by way of wages, be insufficient to meet the full amount of the forfeiture referred to in sub-clauses (1) and (2) the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this sub-clause, any payment which may be due to an employee in terms of clause 9 of this Agreement, shall also be regarded as benefit in the process of accrual.

12. RESUMPTION OF EMPLOYMENT.

A packer or factory operative who has left his or her employment in the industry shall, on re-employment in the same occupation be paid at the same rate of wages as he or she was receiving when his or her employment terminated; provided that any such employee who is re-employed in the industry after an absence of 12 to 24 consecutive months, shall be paid the wage applicable to one notch below the wage he or she was receiving on the termination of his or her employment and after an absence of more than 24 consecutive months, at two notches below such wage or the commencing wage prescribed for a packer or factory operative in the case of an employee entitled only to the commencing wage when he left the industry.

13. CERTIFICATES OF SERVICE.

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing—

- (1) the full name of the employer;
- (2) the full name of the employee;
- (3) nature of employment (i.e. the occupation in which employed);
- (4) date of commencement of employment;
- (5) date of termination of employment;
- (6) rate of remuneration at date of termination of employment;
- (7) date on which the certificate is issued.

A copy of each such certificate shall be forwarded to the Secretary of the Council within 14 days.

14. TYD- EN LOONREGISTER.

Elke werkgewer moet ten opsigte van al sy werknemers rekord hou van lone betaal, tyd gewerk en betaling vir oortyd, ooreenkomstig die regulasies ingevolge Wet No. 28 van 1956 en Wet No. 22 van 1941.

15. VRYSTELLINGS.

(1) Die Raad kan uit eie beweging, of op aanbeveling van 'n plaaslike komitee vrystelling verleen van eenen van die bepalings van hierdie Ooreenkoms om enige rede wat hy geldig en voldoende ag.

(2) Die Raad moet ten opsigte van enige persoon of getal persone aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klousule verleen is, die voorwaardes vaststel waarop sodanige vrystelling verleen word, en die tydperk waartydens sodanige vrystelling van krag is; met dien verstande dat die Raad, indien hy dit wenslik ag, na een week skriftelike kennisgewing aan die betrokke werkgewer of werknemer, enige vrystellingsertifikaat kan onttrek of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is ooreenkomstig die bepalings van subklousule (1) van hierdie klousule 'n lisensie uitreik wat deur hom onderteken is en waarin die volgende vermeld word:—

- Die volle naam van die betrokke persoon of in die geval van 'n algemene vrystelling, die getal persone op wie die vrystelling van toepassing is;
 - die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes wat vasgestel is ooreenkomstig die bepalings van subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word; en
 - die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- alle uitgereikte sertifikate in volgorde nommer;
 - 'n afskrif van elke uitgereikte sertifikaat hou; en
 - waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

16. ALGEMEEN.

(1) Sitplekke met geskikte rugleunings moet vir vroulike werknemers verskaf word, en sodanige werknemers moet toestemming verleen word om te sit wanneer dit moontlik is.

(2) Kookwater moet voorsien word aan alle werknemers wat dit tydens etenspouses verlang.

(3) Van geen individuele vroulike werknemer mag vereis word om gewigte op te tel van swaarder as 30 (dertig) pond nie en sy mag ook nie toegelaat word om dit te doen nie.

17. UITGAWES VAN DIE RAAD.

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

Van die lone van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word en vir wie lone van minder as £2 (R4) per week voorgeskryf is, moet 'n werkgewer een sent per week aftrek en twee sent per week van die lone van dié werknemers vir wie lone van £2 (R4) en meer per week voorgeskryf is. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale som maand na maand aanstuur na die Sekretaris van die Raad, Posbus 3137, Kaapstad.

Hierdie klousule is nie van toepassing op enige werknemer wat minder as £1 (R2) per week ontvang nie.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

19. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan beslissings uitvaardig vir die leiding van werkgewers en werknemers solank hulle nie in stryd is met die bepalings hiervan nie.

(2) Enige geskil wat mag voortspruit uit die vertolking van eenen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

20. VERTOON VAN OOREENKOMS.

Elke werkgewer moet in sy bedryfsinrigting op 'n opvallende plek waartoe sy werknemers maklik toegang het, 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale opklak en opgeplak hou.

21. LEDEGELD VAN VAKVERENIGING.

Die ledegeld wat aan die vakvereniging betaalbaar is, moet weekliks deur elke werkgewer afgetrek word van die loon van elke lid van die vakvereniging. Die totale bedrae wat aldus ingevorder is, moet oorbetal word aan die Sekretaris van die plaaslike tak van die vakvereniging.

22. AGENTE.

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

14. TIME AND WAGES REGISTER.

Every employer shall keep, in respect of all his employees, records of wages paid, time worked, and payment made for overtime, in accordance with the regulations under Act No. 28 of 1956 and Act No. 22 of 1941.

15. EXEMPTIONS.

(1) The Council of its own accord, or on the recommendation of a local committee may grant exemption from any of the provisions of this Agreement for any reason deemed by it as good and sufficient.

(2) The Council shall fix, in respect of any person or number of persons granted exemption under the provisions of sub-clause (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 employer or employee concerned, withdraw any exemption licence 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-clause (1) of this clause, a licence, signed by him, setting out—

- the full name of the person concerned or in the case of a general exemption the number of persons to whom the exemption applies;
 - the provisions of the Agreement from which exemption is granted;
 - the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
 - the period during which the exemption shall operate.
- (4) The Secretary to the Council shall—
- number consecutively all licences issued;
 - retain a copy of each licence issued; and
 - where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

16. GENERAL.

(1) Seats with suitable back-rests shall be provided for female employees, and permission shall be given to such employees to sit whenever practicable.

(2) Boiling water shall be supplied to all employees requiring same at meal intervals.

(3) No individual female employee shall be required or allowed to lift weights above 30 (thirty) pounds.

17. EXPENSES OF THE COUNCIL.

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

An employer shall deduct from the wages of each of his employees affected by this Agreement, and for whom wages of less than £2 (R4) per week are prescribed, one cent per week, and two cent per week from the wages of those employees for whom wages of £2 (R4) and in excess thereof per week are prescribed. To the amount so deducted the employer shall add a like amount and forward month by month the total sum to the Secretary of the Council, P.O. Box 3137, Cape Town.

This clause shall not apply to any employee in receipt of less than £1 (R2) per week.

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

19. INTERPRETATION OF AGREEMENT.

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

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

20. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of the Agreement in both official languages.

21. TRADE UNION SUBSCRIPTIONS.

The subscriptions payable to the trade union shall be deducted by each employer weekly from the wages of each member of the trade union. The total amounts thus collected shall be paid over to the Secretary of the local branch of the trade union.

22. AGENTS.

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

23. PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

Geen werkgewer mag enigiemand onder die ouderdom van 15 jaar in diens neem nie.

Op hede die sewende dag van Desember 1960, namens die partye in Kaapstad onderteken.

C. McLACHLAN,
Voorsitter van die Raad.
FRANK C. GALLANT,
Ondervoorsitter van die Raad.
HAROLD J. LAITE,
Sekretaris van die Raad.

AANHANGSEL A.

MEMORANDUM VAN 'N OOREENKOMS

gesluit en aangegaan deur en tussen die

National Industrial Council for the Biscuit Manufacturing Industry of South Africa,

aan die een kant, en die

huidige Sekretaris van die Board of Executors, Kaapstad, wat hierin vir en namens die genoemde maatskappy optree ingevolge 'n besluit van sy Direksie by 'n vergadering daarvan wat op die 27ste dag van November 1947 in Kaapstad gehou is.

Nademaal 'n sekere werkgewersorganisasie, naamlik—
die Employers' Organisation of the Biscuit Manufacturing Industry of South Africa,

en 'n sekere werknemersorganisasie, naamlik—
die National Union of Operative Biscuit Makers and Packers of South Africa,

wat partye is by genoemde Nywerheidsraad en 'n sekere Siektebystandsfondsooreenkoms aangegaan het waarvan 'n afskrif hierby aangeheg word;

En nademaal dit in sekere gevalle nodig mag wees om die Siektebystandsfonds te laat administreer of likwiedeer en voorsiening vir sodanige gevalle in klousule 10 (14) van die Siektebystandsfondsooreenkoms gemaak word;

En nademaal daar in klousule 10 (14) van genoemde Siektebystandsfondsooreenkoms beoog word dat genoemde maatskappy, wat vir die huidige deur middel van sy Sekretaris optree, as Trustee moet optree ingevolge genoemde ooreenkoms en dit wenslik is dat 'n ooreenkoms deur en tussen die partye hierby aangegaan word;

So is dit dat hierby soos volg ooreengekom en gekontrakteer word:—

1. Die Sekretaris van genoemde Board of Executors, Kaapstad, en sy Opvolger of Opvolgers in die amp, word hierby aangestel as Trustee met die doel om—

(i) die Fonds te administreer as die Raad ophou om te funksioneer in enige tydperk waarin hierdie ooreenkoms van krag bly ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoening, 1956, in welke geval die Trustee die Fonds moet administreer ooreenkomstig die bepalinge van die ooreenkoms en die reëls van die Raad totdat die ooreenkoms verstryk, wanneer die fonds gelikwiedeer moet word;

(ii) die Fonds te likwiedeer op die wyse uiteengesit in klousule 10 (14) van die ooreenkoms wanneer enige van die voorwaardes uiteengesit in genoemde klousule van toepassing word.

2. Die besoldiging van die Trustee moet wees soos onderling ooreengekom is tussen die partye hierby, maar dit moet hoogstens vyf persent (5%) van die bedrag wees wat ontvang en geadministreer is deur die Trustee ingevolge die Siektebystandsfondsooreenkoms.

3. Die Trustee wat hierin aangestel is, aanvaar hiermee namens homself en sy opvolger of opvolgers in die amp die plig wat hom opgelê is en onderneem om die pligte wat hom opgelê is getrou en ywerig na te kom onderworpe aan en ooreenkomstig genoemde Siektebystandsfondsooreenkoms soos en wanneer verlang ingevolge genoemde ooreenkoms.

4. Afskrifte van die finale likwidasierekening en/of administrasierekening moet aan die Sekretaris van Arbeid gestuur word.

Op hede die sewende dag van Desember 1960 namens die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika in Kaapstad onderteken.

C. McLACHLAN,
Voorsitter van die Raad.
FRANK C. GALLANT,
Ondervoorsitter van die Raad.
HAROLD J. LAITE,
Sekretaris van die Raad.

Op hede die 26ste dag van September 1960 namens die Board of Executors, Kaapstad, deur twee van sy Direkteure en sy Sekretaris ingevolge die besluit van voormelde direkteure onderteken.

J. B. ROSS,
Direkteur van Board of Executors.
C. L. MARAIS,
Direkteur van Board of Executors.
T. P. GAIN,
Sekretaris van die Board of Executors.

23. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

No employer shall employ any person under the age of 15 years.

Signed at Cape Town on behalf of the parties on this seventh day of December, 1960.

C. McLACHLAN,
Chairman of the Council.
FRANK C. GALLANT,
Vice-Chairman of the Council.
HAROLD J. LAITE,
Secretary to the Council.

ANNEXURE A.

MEMORANDUM OF AN AGREEMENT

made and entered into by and between

The National Industrial Council for the Biscuit Manufacturing Industry of South Africa,

of the one part, and the

Secretary for the time being of the Board of Executors, Cape Town,

acting herein for and on behalf of the said company in terms of a resolution of its Board of Directors at a meeting thereof held at Cape town on the 27th day of November, 1947.

Whereas a certain employers' organisation, namely—

The Employers' Organisation of the Biscuit Manufacturing Industry of South Africa and a certain employees' organisation, namely—

The National Union of Operative Biscuit Makers and Packers of South Africa,

which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Sick Benefit Fund Agreement a copy of which is attached hereto;

And whereas in certain contingencies it may be necessary to have the Sick Benefit Fund administered or liquidated and provision is made for such contingencies in clause 10 (14) of the Sick Benefit Fund Agreement;

And whereas in clause 10 (14) of the said Sick Benefit Fund Agreement it is contemplated that the said company, acting by its Secretary for the time being, should act as Trustee in terms of the said Agreement and it is expedient that an agreement should be entered into between the parties thereto;

Now, therefore, it is hereby agreed and contracted as follows:—

1. The Secretary of the said Board of Executors, Cape Town, and his Successor or Successors in office, is hereby appointed as Trustee for the purpose of—

(i) the administration of the Fund if the Council ceases to function during any period during which the Agreement remains binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, in which event the Trustee shall administer the Fund in accordance with the provisions of the Agreement and the rules of the Council until the Agreement expires when the Fund shall be liquidated;

(ii) the liquidation of the fund in the manner set out in clause 10 (14) of the Agreement whenever any of the conditions set out in the said Clause, set in.

2. The remuneration of the Trustee shall be such as may be mutually agreed upon between the parties hereto, but it shall not exceed five per cent (5%) of the amount received and administered by the Trustee in terms of the Sick Benefit Fund Agreement.

3. The Trustee herein appointed for himself and his successor or successors in office hereby accepts the Trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Sick Benefit Fund Agreement as and when required in terms of the said Agreement.

4. Copies of the final liquidation account and/or administration account shall be furnished to the Secretary for Labour.

Signed at Cape town on behalf of the National Industrial Council for the Biscuit Manufacturing Industry of South Africa on this seventh day of December, 1960.

C. McLACHLAN,
Chairman of the Council.
FRANK C. GALLANT,
Vice-Chairman of the Council.
HAROLD J. LAITE,
Secretary to the Council.

Signed on behalf of the Board of Executors, Cape Town, by two of its Directors and by its Secretary, in terms of the resolution of Directors aforementioned, on the 26th day of September, 1960.

J. B. ROSS,
Director of Board of Executors.
C. L. MARAIS,
Director of Board of Executors.
T. P. GAIN,
Secretary of the Board of Executors.

No. 353.] [4 Augustus 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

BESKUITNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beskuitnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 352 van 4 Augustus 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 354.] [4 Augustus 1961.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN LEWENSKOSTEREGULASIES
GEPUBLISEER BY OORLOGSMAATREËL No.
43 VAN 1942, SOOS GEWYSIG.

BESKUITNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Beskuitnywerheid, Republiek van Suid-Afrika, wat by Goewermentskennisgewing No. 352 van 4 Augustus 1961 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 353.] [4 August 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

BISCUIT MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Biscuit Manufacturing Industry, Republic of South Africa, published under Government Notice No. 352 of the 4th August, 1961, to be on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 354.] [4 August 1961.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS UNDER WAR MEASURE No.
43 OF 1942, AS AMENDED.

BISCUIT MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subregulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Biscuit Manufacturing Industry, Republic of South Africa, published under Government Notice No. 352 of the 4th August, 1961.

M. VILJOEN,
Deputy-Minister of Labour.



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