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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 2128.]

[28 December 1962.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, do 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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dairy Industry shall be binding from the first day of January, 1963, and for the period ending three years from the said date, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (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 1, 3 to 15, 17 and 18 of the said Agreement shall be binding from the first day of January, 1963, and for the period ending three years from the said date, 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 first day of January, 1963, and for the period ending three years from the said date, the provisions contained in clauses 1, 3 to 5 (5) (e), 5 (6) to 15, 17 and 18 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.

A. E. TROLLIP,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 2128.]

[28 Desember 1962.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

SUIWELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Suiwelnywerheid betrekking het, vanaf die eerste dag van Januarie 1963 en vir die tydperk wat drie jaar van genoemde datum af eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van genoemde subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot 15, 17 en 18 van genoemde Ooreenkoms, vanaf die eerste dag van Januarie 1963, en vir die tydperk wat drie jaar van genoemde datum af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde nywerheid 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 1, 3 tot 5 (5) (e), 5 (6) tot 15, 17 en 18 van genoemde Ooreenkoms, vanaf die eerste dag van Januarie 1963 en vir die tydperk wat drie jaar van genoemde datum af eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by dié werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY.

AGREEMENT

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

Dairy Factory Employers' Organisation
(hereinafter called "the employers' organisation"), of the one part, and the

National Union of Dairy Industry Employees
and the

S.A. National Cheesemakers' Union
(hereinafter called "the employees" or "the trade unions"), of the other part,

being the parties to the National Industrial Council for the Dairy Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

- (a) motor vehicle drivers in Area C, as defined in this Agreement;
- (b) labourers in Area C, as defined in this Agreement; and
- (c) clerical employees on Head Office or Regional Office staffs, wholly or mainly performing work falling outside the Dairy Industry.

(2) Notwithstanding the foregoing, the provisions of this Agreement, other than clauses 4 (2) and 7 thereof, shall not apply to any employee in receipt of a wage of more than R120 per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force until 31st December, 1965, or such other date as the Minister may determine.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956, as amended;
- "agent" means a person appointed by the Council to carry out duties on behalf of the Council;
- "assistant cheesemaker" means a qualified employee who assists a cheesemaker in the performance of his duties and who may act for him in his absence;
- "assistant engineer" means an employee who holds a Grade 'A' or Grade 'B' Certificate of Competence from the Council and who performs all or some of the duties required of an Engineer Grade 'A' or Engineer Grade 'B', but who is not the person responsible for the proper working or maintenance of, or repairs to the plant and machinery in an establishment;
- "boiler attendant" means an employee who, under the supervision of a foreman or assistant foreman is responsible for maintaining the water level and steam pressure of the boiler and who may stoke, draw, rake or slice the fire in such boiler;
- "buttermaker" means a qualified employee who is responsible for the making of butter in a butter factory;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "certificated buttermaker" means a qualified employee who is responsible for the making of butter in a butter factory and who is in possession of a Certificate of Proficiency in buttermaking issued by the Council;
- "certificated cheesemaker" means, notwithstanding the provisions of the definition of a "qualified employee", a qualified cheesemaker who has had not less than five years' practical experience of cheesemaking and is in possession of a Certificate of Proficiency in Cheesemaking issued by the Council;
- "cheesemaker" means a qualified employee who is responsible for the making of cheese in a cheese factory;
- "clerical employee" means an employee who is mainly engaged in writing, typing, filing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator, but does not include any employee who performs any form of clerical work incidental to his main duty.
- "clerical employee", male, "qualified", means a male clerical employee who has had not less than five years' experience;
- "clerical employee", male, "unqualified", means a male clerical employee who has had less than five years' experience;

NASIONALE NYWERHEIDSRaad VIR DIE SUIWELNYWERHEID.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Dairy Factory Employers' Organisation
(hieronder die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Dairy Industry Employees
en die

S.A. National Cheesemakers' Union
(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Suiwelywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en betrokke is in die Suiwelywerheid en deur alle lede van die vakverenigings wat in daardie Nywerheid werksaam is en vir wie lone in hierdie Ooreenkoms voorgeskrif word; met dien verstande egter dat die bepalings van hierdie Ooreenkoms nie van toepassing is nie—

- (a) op motorvoertuigbestuurders in Gebied C, soos in hierdie Ooreenkoms omskryf;
- (b) op arbeiders in Gebied C, soos in hierdie Ooreenkoms omskryf; en
- (c) op klerke in die hoofkantoor- of streekskantoorpersoneel wat uitsluitlik of hoofsaaklik werk verrig wat buite die Suiwelywerheid val.

(2) Ondanks die voorgaande, is die bepalings van hierdie Ooreenkoms, uitgesonderd klousule 4 (2) en 7 hiervan, nie op 'n werknemer wat 'n loon van meer as R120 per maand ontvang, van toepassing nie.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet mag spesifiseer en bly van krag tot 31 Desember 1965, of dié ander datum wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en 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 daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "agent" 'n persoon wat deur die Raad aangestel is om pligte namens die Raad uit te voer;
- "assistent-kaasmaker" 'n gekwalifiseerde werknemer wat 'n kaasmaker help by die uitvoering van sy pligte en wat in sy afwesigheid namens hom mag optree;
- "assistent-ingenieur" 'n werknemer wat in besit is van 'n Graad A- of Graad B-sertifikaat van Bekwaamheid van die Raad en wat al of party van die pligte van 'n Graad A- of 'n Graad B-ingenieur vereis word, uitvoer maar wat nie die persoon is wat vir die behoorlike werking of instandhouding van of herstelwerk aan die uitrusting en masjinerie in 'n bedryfsinrigting verantwoordelik is nie;
- "ketelbediener" 'n werknemer wat onder die toesig van 'n voorman of assistent-voorman verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in die ketel en wat die vuur in sodanige ketel mag stook, uithaal, hark of met 'n herdskok mag bewerk;
- "bottermaker" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om botter in 'n botterfabriek te maak;
- "los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word;
- "gediplomeerde bottermaker" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om botter in 'n botterfabriek te maak en wat in besit is van 'n Sertifikaat van Bekwaamheid in Bottermakery wat deur die Raad uitgereik is;
- "gediplomeerde kaasmaker", ondanks die omskrywing van 'n "gekwalifiseerde werknemer", 'n gekwalifiseerde kaasmaker wat minstens vyf jaar praktiese ondervinding van kaasmakery het en wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmakery wat deur die Raad uitgereik is;
- "kaasmaker" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om kaas in kaasfabriek te maak;
- "klerk" 'n werknemer wat hoofsaaklik skryf-, tik-, lusseer- of enige ander vorm van klerklike werk verrig en ook 'n pakhuishuisman, versendingsklerk en telefonis, maar nie ook 'n werknemer wat enige vorm van klerklike werk verrig wat iets bykomstigs by sy vernaamste werk is nie;
- "klerk, man, gekwalifiseer", 'n manlike klerk met minstens vyf jaar ondervinding;
- "klerk, man, ongekwalifiseer", 'n manlike klerk met minder as vyf jaar ondervinding;

- "clerical employee", female, "qualified," means a female clerical employee who has had not less than three years' experience;
- "clerical employee", female, "unqualified," means a female clerical employee who has had less than three years' experience;
- "Council" means the National Industrial Council for the Dairy Industry;
- "cream grader" means a qualified employee who is responsible for the grading, neutralisation and pasteurisation of cream;
- "cream tester" means a qualified employee who is responsible for the testing of cream;
- "Dairy Industry" means the industry in which employers and employees are associated for the purpose of manufacturing butter and/or cheese;
- "day" means the period of twenty-four hours calculated from the time the employee commences work;
- "Engineer Grade 'A'" means an employee with specialised knowledge and experience of plant and machinery used in butter and cheese factories and who erects and installs such plant and machinery in an establishment and is responsible, with or without assistants under his charge, for the proper working, maintenance and repair of the plant and machinery in such establishment and who holds a Grade 'A' Certificate of Competence from the Council;
- "Engineer Grade 'B'" means an employee who erects, installs and operates plant and machinery in an establishment and is responsible for the proper working and maintenance of, and minor repairs to, such plant and machinery, and who holds a Grade 'B' Certificate of Competence from the Council;
- "essential services" means those activities which are necessary to prevent the deterioration of perishable raw materials and butter and/or cheese;
- "establishment" means any premises or portion of premises in or on which three or more persons are employed in any of the operations enumerated in the definition of "Dairy Industry";
- "experience" means in relation to—

(a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the sphere in which such experience was gained—provided that a clerical employee who, on engagement, has commercial or technical qualifications, or who during the course of employment acquires such qualifications, shall be credited with one year's experience for each course successfully completed which normally takes two years to complete;

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

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

"general worker" means an employee who is engaged in one or more of the following capacities or operations:—

- (a) *Scale Attendant*.—Assisting a weighing-in worker in the completion of milk and/or cream dockets and who may in the temporary absence of the responsible person complete such docket.
- (b) *Milk and Cream Sampler*.—The taking of milk or cream samples for testing purposes.
- (c) *Test Room Assistant*.—The adding of acid to prepared samples and who may be required to write down the result of such tests.
- (d) *Pasteuriser Attendant*.—The dismantling, cleaning and assembling of a pasteuriser unit and who may be required to control the vacuum and temperature at a predetermined level in such unit.
- (e) *Cheese Vat Attendant*.—The filling of cheese vats, adding rennet and/or starter and who may be required to control the temperature at a predetermined level of such a vat.
- (f) *Churn Attendant*.—The filling, starting and stopping of butter churns and who may add a predetermined amount of water and/or salt to such churn.
- (g) *Separator Attendant*.—The dismantling, cleaning and assembling of a separator and who operates such separator whether manually or mechanically driven.
- (h) *Starter Room Attendant*.—Assisting a cheesemaker in the preparation of a starter culture for the purpose of manufacturing cheese.
- (i) *Butterwrapping Machine Attendant*.—Operating an automatic butterwrapping machine and who may be required to check weights and adjust the machine to ensure that the correct weight is maintained.
- (j) *Can Sorter*.—The sorting of cans and placing of completed dockets in the appropriate cans for return to suppliers.
- (k) *Can Plater*.—Addressing plates and fixing same to cans or stamping address direct onto cans.
- (l) *Engine Room Attendant*.—The greasing and oiling of plant and machinery.

- "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens drie jaar ondervinding;
- "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as drie jaar ondervinding;
- "Raad" die Nasionale Nywerheidsraad vir die Suiwelnywerheid;
- "roomgradeerder" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om room te gradeer, te neutraliseer en te pasteuriseer;
- "roomtoetser" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om room te toets;
- "suiwelnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om botter en/of kaas te vervaardig;
- "dag" die tydperk van vier-en-twintig uur bereken vanaf die tyd waarop 'n werknemer begin werk;
- "ingenieur graad A" 'n werknemer met 'n gespesialiseerde kennis en ondervinding van die uitrusting en masjinerie wat in botter- en kaasfabrieke gebruik word en wat sodanige uitrusting en masjinerie in 'n bedryfsinrigting oprig en installeer en wat, met of sonder assistente onder sy toesig, verantwoordelik is vir die behoorlike werking en instandhouding van en herstelwerk aan die uitrusting en masjinerie in sodanige bedryfsinrigting en wat in besit is van 'n Graad A-sertifikaat van Bekwaamheid van die Raad;
- "ingenieur graad B" 'n werknemer wat die uitrusting en masjinerie in 'n bedryfsinrigting oprig, installeer en bedien en wat verantwoordelik is vir die behoorlike werking en instandhouding van en kleinere herstelwerk aan sodanige uitrusting en masjinerie en wat in besit is van 'n Graad B-sertifikaat van Bekwaamheid van die Raad;
- "noodsaaklike dienste" daardie werksaamhede wat nodig is ten einde te voorkom dat bederfbare grondstowwe en botter en/of kaas bederf;
- "bedryfsinrigting" 'n perseel of 'n gedeelte van 'n perseel waarin of waarop drie of meer persone engeen van die werksaamhede verrig wat in die omskrywing van "Suiwelnywerheid" genoem word;
- "ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk gehad het, afgesien van die werkkring waarin sodanige ondervinding opgedoen is; met dien verstande dat 'n klerk wat by sy indiensneming kommersiële of tegniese kwalifikasies besit of wat in die loop van sy diens sodanige kwalifikasies verwerf, met een jaar ondervinding gekrediteer moet word vir elke kursus wat hy suksesvol afgeleë het en wat gewoonlik twee jaar neem om te voltooi;

(b) ander werknemers, die totale tydperk of tydperke diens wat sodanige werknemer in die Suiwelnywerheid gehad het in dié besondere werk waarvoor hy in diens geneem is;

met dien verstande dat, in die geval van 'n leerlingbottermaker of 'n leerlingkaasmaker, die voltooiing van 'n voorgeskrewe kursus in suiwelbereiding wat op aanbeveling van die Landboudepartemente deur die Raad erken word, geag moet word die ekwivalent van een of twee jaar ondervinding te wees volgens die duur van die bepaalde kursus;

"algemene werker" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig—

- (a) *Skaalbediende*.—Iemand wat 'n inweegwerker help met die invul van melk- en/of roomkaartjies en wat in die tydelike afwesigheid van die verantwoordelike persoon sodanige kaartjies mag invul.
- (b) *Melk- en roommonsteraar*.—Iemand wat melk- of roommonsters vir toetsdoeleindes neem.
- (c) *Toetskamerassistent*.—Iemand wat suur by bereide monsters voeg en van wie vereis mag word om die resultaat van sodanige toetse neer te skryf.
- (d) *Pasteuriseerbediende*.—Iemand wat 'n pasteuriseereenheid uitmekaarhaal, skoonmaak en inmeekaarsit en van wie vereis mag word om die vakuum en temperatuur op 'n vasgestelde peil in sodanige eenheid te hou.
- (e) *Kaasvatbediende*.—Iemand wat kaasvate vul, stremsel en/of suursel byvoeg en van wie vereis mag word om die temperatuur van so'n vat op 'n vasgestelde peil te hou.
- (f) *Karringbediende*.—Iemand wat botterkarrings vul, aan die gang en stopstip en wat 'n voorafbepaalde hoeveelheid water en/of sout in sodanige karring mag byvoeg.
- (g) *Afskeierbediende*.—Iemand wat 'n afskeier uitmekaarhaal, skoonmaak en inmeekaarsit en wat sodanige afskeier bedien, hetsy dit met die hand of meganies aangedryf word.
- (h) *Suurselkamerbediende*.—Iemand wat 'n kaasmaker help met die bereiding van 'n reinkultuur met die doel om kaas te vervaardig.
- (i) *Bediener van 'n bottertoedraaimasjien*.—Iemand wat 'n outomatiese bottertoedraaimasjien bedien en van wie vereis mag word om gewigte te kontroleer en die masjien te stel ten einde te verseker dat die korrekte gewig gehandhaaf word.
- (j) *Kansorteerder*.—Iemand wat kanne sorteer en ingevulde kaartjies in dié regte kanne plaas vir terugsending aan die leweraars.
- (k) *Kanplaatman*.—Iemand wat plate adresseer en dit aan kanne heg of die adres regstreeks op kanne stempel.
- (l) *Enjinkamerbediende*.—Iemand wat uitrusting en masjinerie smeer en olie.

(m) *Garage Attendant*.—The greasing and oiling of motor vehicles and tractors.

(n) *General Driver*.—The driving of a motor vehicle or tractor between factory and station for the purpose of collecting milk and/or cream and returning empty cans, and the transporting of other factory requisites.

(o) *Butterwrapper*.—The wrapping of butter by hand.

(p) *Cheese Packaging Machine Operator*.—The operating of a mechanical sealing press used for the wrapping of cheese.

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

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

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

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

"machine handyman" means an employee who is not qualified to obtain a Grade 'A' or Grade 'B' Certificate of Competence from the Council, but who has some practical knowledge of plant and machinery in butter and cheese factories and is employed to assist in the erection, installation, operation, maintenance and repair of such plant and machinery in an establishment;

"milk tester" means a qualified employee who is responsible for the testing of milk;

"military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section 22 of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

(m) *Garagebediende*.—Iemand wat motorvoertuie en-trekkers smeet en olie.

(n) *Algemene drywer*.—Iemand wat 'n motorvoertuig of trekker tussen die fabriek en die stasie dryf met die doel om melk en/of room te gaan haal en leë kanne terug te neem en wat ander fabrieksbenodigdhede vervoer.

(o) *Bottertoedraaier*.—Iemand wat botter met die hand toedraai.

(p) *Bediener van 'n kaasverpakkingsmasjien*.—Iemand wat 'n meganiese seëlpers bedien wat vir die toedraai van kaas gebruik word;

"arbeider" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig—

- (1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, gerei, implemente, masjinerie, filtreerperse en ander artikels skoonmaak en/of was;
- (2) ander voertuie as motorvoertuie olie en smeet;
- (3) rantsone gaarmaak, tee of dergelike drank maak en opdis;
- (4) bottels, blikke, skottels of ander houers met die hand was en kanwasmasjiene leeg- of vol maak;
- (5) briewe, boodskappe of artikels te voet of deur middel van 'n fiets, driewieler of handaangedrewe voertuig aflewer;
- (6) goedere en ander beweegbare artikels op- of aflaai, oplaai, dra, verskuif of opstapel;
- (7) op aflewingsvoertuie help en/of voertuie dryf wat deur diere getrek word;
- (8) 'n voertuig of trok wat met die hand aangedryf word, stoot of trek;
- (9) melk- of roomkanne oopmaak, die inhoud daarvan omroer en dit leegmaak;
- (10) deure, vensters, boligte, dose, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;
- (11) kasplankies losmaak, kasplankies of ander klaargemaakte materiaal, aanmeekaarsit en met die hand en/of 'n masjien vaspyker in die vorm van platkissies, kratte of dose;
- (12) platkissies, kratte of dose met die hand herstel;
- (13) dose of ander houers vasbind, met draad of met hoepels vasdraai;
- (14) kanne, dose, sakke, kartondose of ander houers sjabloneer of merk (maar nie met die hand adresseer nie) of reeds geadresseerde etikette of plate op kanne, dose, sakke, kartondose, dromme of ander pakke aanbring;
- (15) tuinwerk verrig (plant, spit, hark, gras sny, materiaal sprei en meng, natlei of natgooi); paai of paadjies vee;
- (16) diere oppas, aanja, voer of versorg;
- (17) geriffelde veselbord of soortgelyke houermateriaal uitpak en oopmaak met die hand;
- (18) papier of houers vou;
- (19) voerings, skywe of ringe in deksels en/of blikke of ander houers met die hand invoeg;
- (20) artikels van 'n eenvormige grootte en dieselfde getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (21) die gebuigde flense van kanne reguit maak;
- (22) etikette met die hand op blikke of houers aanbring;
- (23) kroon-, kurk- of ander proppe met die hand of 'n handmasjien in of op bottels of flesses plaas of sodanige bottels of flesses op 'n ander manier toemaak;
- (24) goedere in 'n masjien, band of vervoerband invoer en/of daarvan verwyder;
- (25) blikke, vate, sakke, bottels of ander houers met die hand vul of leegmaak;
- (26) krane of kleppe oop- of toemaak onder die toesig van 'n werknemer van 'n hoër graad;
- (27) weegwerk doen op 'n skaal wat vooraf gestel is;
- (28) afdrucke met 'n rubberstempel aanbring;
- (29) sifwerk met die hand verrig en/of 'n sifmasjien voer of leegmaak;
- (30) materiaal met die hand vergruis en maal en/of vergruis- en maalmasjiene voer en/of leegmaak;
- (31) 'n handhystoestel bedien;
- (32) uitskep;
- (33) dromme en/of pype met stoom verhit;
- (34) materiaal met die hand roer of 'n mengmasjien bedien;
- (35) 'n kiskop-drukmasjien voer en leegmaak;
- (36) 'n kaas met doek toedraai;
- (37) kaas met was bedek;
- (38) cheddarwongel maak.

"leerlingbottermaker" 'n werknemer wat botter maak en/of toets en/of room graadeer onder die toesig van 'n bottermaker;

"leerlingkaasmaker" 'n leerling wat kaas maak onder die toesig van 'n kaasmaker;

"masjienfaktotum" 'n werknemer wat nie vir die verwerwing van 'n Graad A- of Graad B-sertifikaat van Bekwaamheid van die Raad gekwalifiseer is nie maar wat 'n mate van praktiese kennis het van die uitrusting en masjinerie in botter- en kaasfabrieke en wat help met die oprigting, installasie, bediening, instandhouding en herstelling van sodanige uitrusting en masjinerie in 'n bedryfsinrigting;

"melktoets" 'n gekwalifiseerde werknemer wat daarvoor verantwoordelik is om melk te toets;

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

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, other than a motor car, who collects milk and/or cream from producers and who may be required to be responsible for the loading and unloading of the vehicle; for the keeping of such records as may be required; for the making of running repairs to the vehicle in his charge; and all such other services incidental to the normal running of the vehicle;

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

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

"qualified employee" means, in relation to employees of the classes mentioned in the following table, an employee who holds the certificate(s) certified opposite such class and issued in terms of the Dairy Industry Act, No. 63 of 1957, and the Dairy Industry Control Act, No. 35 of 1930—

Class of Employee.	Certificate(s).	Issued by.
1. Buttermaker...	Certificate to grade and test cream	Department of Agricultural Economics and Marketing.
2. Certified Buttermaker	Certificate to grade and test cream	Department of Agricultural Economics and Marketing.
	Certificate of Proficiency in Buttermaking	The Council.
3. Cream Grader	Certificate to grade cream	Department of Agricultural Economics and Marketing.
4. Cream Tester..	Certificate to test cream	Department of Agricultural Economics and Marketing.
5. Milk Tester...	Certificate to test milk	Department of Agricultural Economics and Marketing.
6. Cheesemaker and Assistant Cheesemaker	Certificate of Proficiency in Cheesemaking	Department of Agricultural Economics and Marketing.
7. Certificated Cheesemaker	Certificate of Proficiency in Cheesemaking	Department of Agricultural Economics and Marketing.
	Certificate of Proficiency in Cheesemaking	The Council.

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

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

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

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

"watchman" means an employee who is engaged in guarding premises or property during the day or night;

"weighing-in worker" means an employee, other than a clerical employee, who is responsible for the weighing of cream and/or milk and the recording of such weight on milk and cream dockets.

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

(3) Areas: (i) For the purpose of this Agreement, the areas shall mean—

- Area A—all municipalities with a total population of 40,000 or more persons.
- Area B—all municipalities with a total population of 25,000 or more but less than 40,000 persons.
- Area C—all areas of the Republic not falling under either A or B as defined above.

(ii) The classification of areas shall be done on the basis of the 1960 Population Census.

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig, uitgesonderd 'n motorkar, bestuur, wat melk en/of room by produsente gaan haal en van wie vereis mag word om verantwoordelikeit te aanvaar vir die laai en aflaai van die voertuig; vir die byhou van dié registers wat nodig mag wees; vir die verrigting van lopende herstelwerk aan die voertuig wat aan sy sorg toevertrou is; en vir al dié ander dienste wat in verband staan met die gewone gebruik en bestuur van die voertuig;

"produksieomvang" die gemiddelde jaarlikse produksie van botter en/of kaas (groengewig) wat gedurende die vorige drie kalenderjare in 'n bedryfsinrigting vervaardig is; vir die toepassing van hierdie omskrywing, word elke pond room of elke gelling melk wat in 'n bedryfsinrigting ontvang is maar nie in sodanige bedryfsinrigting vir die vervaardiging van botter of kaas gebruik is nie, geag die ekwivalent te wees van een pond botter of een pond kaas, na gelang van die geval; 'n sertifikaat uitgereik deur die Raad in verband met die gemiddelde jaarlikse produksie van 'n werkgewer, word geag afdoende te wees vir sover dit sodanige werkgewer aangaan; "oortydwerk" enige tydperk waarin 'n werknemer langer as die gewone ure soos voorgeskryf in klousule 6 van hierdie Ooreenkoms, vir sy werkgewer werk;

"gekwalifiseerde werknemer," met betrekking tot werknemers van die klasse genoem in onderstaande tabel, 'n werknemer wat in besit is van die sertifikaat/sertifikate teenoor sodanige klas gemeld en uitgereik kragtens die Wet op die Suiwelnywerheid, No. 63 van 1957, en die Wet op die Beheer van die Suiwelnywerheid, No. 35 van 1930—

Klas werknemer.	Sertifikaat(-kate).	Uitgereik deur.
(1) Bottermaker	Sertifikaat om room te gradeer en te toets	Departement van Landbou-ekonomie en -bemarking
(2) Gediplomeerde bottermaker	Sertifikaat om room te gradeer en te toets	Dept. van Landbou-ekonomie en -bemarking
	Sertifikaat van Bekwaamheid in Bottermakery	Die Raad.
(3) Roomgraderder	Sertifikaat om room te gradeer	Dept. van Landbou-ekonomie en -bemarking.
(4) Roomtoetser	Sertifikaat om room te toets	Dept. van Landbou-ekonomie en -bemarking.
(5) Melktoetser..	Sertifikaat om melk te toets	Dept. van Landbou-ekonomie en -bemarking.
(6) Kaasmaker en assistentkaasmaker	Sertifikaat van Bekwaamheid in Kaasmakery	Dept. van Landbou-ekonomie en -bemarking.
(7) Gediplomeerde kaasmaker	Sertifikaat van Bekwaamheid in Kaasmakery	Dept. van Landbou-ekonomie en -bemarking.
	Sertifikaat van Bekwaamheid in Kaasmakery	Die Raad.

"besoldiging" alle betalings, in geld of in natura of in sowel geld as in natura, wat gedoen of verskuldig is aan enigeen as gevolg van sy in diensneming, en "besoldiging" het 'n ooreenstemmende betekenis;

"korttyd" 'n tydelike vermindering in die getal werkure as gevolg van 'n slappe in die handel, 'n tekort aan grondstowwe of vervoer, ongunstige weersomstandighede of 'n algemene onklaarraking van uitrusting en masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"werkdagbestek" met betrekking tot enige werknemer, die tydperk op 'n bepaalde dag, gereken vanaf die tyd waarop sodanige werknemer begin werk tot op die tyd waarop hy op daardie dag ophou om te werk;

"loon" daardie gedeelte van die besoldiging soos voorgeskryf in klousule 4 (1) van hierdie Ooreenkoms, wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskryf in klousule 6 (1) hiervan;

"wag" 'n werknemer wat persele of eiendom gedurende die dag of nag bewaak;

"inweegwerker" 'n werknemer, uitgesonderd 'n klerk, wat daarvoor verantwoordelik is om room en/of melk te weeg en sodanige gewig aan te teken op melk- en roomkaartjies.

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

(3) Gebiede: (i) Vir die toepassing van hierdie Ooreenkoms het "gebied" die volgende betekenis:—

- Gebied A—Alle munisipaliteite met 'n totale bevolking van 40,000 of meer.
- Gebied B—Alle munisipaliteite met 'n totale bevolking van 25,000 of meer maar minder as 40,000.
- Gebied C—Alle gebiede in die Republiek wat nie onder A of B soos hierbo omskryf, val nie.

(ii) Gebiede word ingedeel op grondslag van die Bevolking-sensus vir 1960.

4. REMUNERATION.

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

Class of Employee.	Wage per Month. R	
(i) Buttermaker.....	90.00	
After 3 years of experience.....	100.00	
(ii) Certified Buttermaker.....	125.00	
(iii) Cream Grader.....	85.00	
(iv) Cheesemaker.....	80.00	
After 3 years of experience.....	90.00	
After 5 years of experience.....	100.00	
(v) Certified Cheesemaker.....	110.00	
(vi) Engineer, Grade A.....	100.00	
(vii) Engineer, Grade B.....	80.00	
(viii) Assistant Engineer, Grade A.....	75.00	
(ix) Assistant Engineer, Grade B.....	60.00	
(x) Assistant Cheesemaker—		
during 1st year of experience.....	52.00	
during 2nd year of experience.....	56.00	
during 3rd year of experience.....	60.00	
during 4th year of experience.....	64.00	
after 4th year of experience.....	68.00	
Wage per Month.		
	Not Matriculated. R	Matriculated. R
(xi) Cream Tester—		
during 1st year of experience.....	42.00	47.00
during 2nd year of experience.....	50.00	55.00
during 3rd year of experience.....	60.00	65.00
during 4th year of experience.....	70.00	75.00
after 4th year of experience.....	80.00	85.00
(xii) Learner Buttermaker—		
during 1st year of experience.....	28.75	33.75
during 2nd year of experience.....	34.50	39.50
after 2nd year of experience.....	42.00	47.00
(xiii) Learner Cheesemaker—		
during 1st year of experience.....	28.75	33.75
during 2nd year of experience.....	34.50	39.50
during 3rd year of experience.....	40.25	45.25
after 3rd year of experience.....	50.00	55.00
Wage per Month. R		
(xiv) Milk Tester—		
during 1st year of experience.....	34.50	
during 2nd year of experience.....	40.25	
during 3rd year of experience.....	50.00	
after 3rd year of experience.....	56.00	
(xy) Machine Handyman.....	60.00	
(xvi) Clerical Employee—		
Male qualified.....	50.00	
Male unqualified—		
during 1st year of experience.....	28.00	
during 2nd year of experience.....	32.00	
during 3rd year of experience.....	36.00	
during 4th year of experience.....	40.00	
5th year of experience.....	44.00	
Female qualified.....	36.00	
Female unqualified—		
during 1st year of experience.....	24.00	
during 2nd year of experience.....	26.00	
during 3rd year of experience.....	30.00	
(xvii) Motor Vehicle Driver engaged in—		
(a) Area A—		
During 1st year of employment.....	40.25	
Thereafter.....	43.25	
(b) Area B—		
During 1st year of employment.....	34.50	
During 2nd year of employment.....	40.25	
Thereafter.....	43.25	
(xviii) General Worker, engaged in—		
(i) Area A.....	21.67	
(ii) Area B—		
During 1st year of operation of this Agreement.....	13.00	
Thereafter.....	14.28	
(iii) Area C—		
During 1st year of operation of this Agreement.....	10.67	
Thereafter.....	12.34	

4. BESOLDIGING.

(1) Die minimum maandloon wat 'n werkgever aan elke lid van sy werknemers in ondergenoemde klasse moet betaal, is soos volg:—

Klas werknemer.	Loon per maand. R	
(i) Bottermaker.....	90.00	
Na 3 jaar ondervinding.....	100.00	
(ii) Gediplomeerde bottermaker.....	125.00	
(iii) Roomgradeerder.....	85.00	
(iv) Kaasmaker.....	80.00	
Na 3 jaar ondervinding.....	90.00	
Na 5 jaar ondervinding.....	100.00	
(v) Gediplomeerde kaasmaker.....	110.00	
(vi) Ingenieur Graad A.....	100.00	
(vii) Ingenieur graad B.....	80.00	
(viii) Assistent-ingenieur Graad A.....	75.00	
(ix) Assistent-ingenieur Graad B.....	60.00	
(x) Assistent-kaasmaker—		
Gedurende 1ste jaar ondervinding.....	52.00	
Gedurende 2de jaar ondervinding.....	56.00	
Gedurende 3de jaar ondervinding.....	60.00	
Gedurende 4de jaar ondervinding.....	64.00	
Na 4de jaar ondervinding.....	68.00	
Loon per maand.		
	Nie-gematrikuleer. R	Gematrikuleer. R
(xi) Roomtoetsier—		
Gedurende 1ste jaar ondervinding....	42.00	47.00
Gedurende 2de jaar ondervinding....	50.00	55.00
Gedurende 3de jaar ondervinding....	60.00	65.00
Gedurende 4de jaar ondervinding....	70.00	75.00
Na 4de jaar ondervinding.....	80.00	85.00
(xii) Leerlingbottermaker—		
Gedurende 1ste jaar ondervinding....	28.75	33.75
Gedurende 2de jaar ondervinding....	34.50	39.50
Na 2de jaar ondervinding.....	42.00	47.00
(xiii) Leerlingkaasmaker—		
Gedurende 1ste jaar ondervinding....	28.75	33.75
Gedurende 2de jaar ondervinding....	34.50	39.50
Gedurende 3de jaar ondervinding....	40.25	45.25
Na 3de jaar ondervinding.....	50.00	55.00
Loon per maand. R		
(xiv) Melktoetsier—		
Gedurende 1ste jaar ondervinding.....	34.50	
Gedurende 2de jaar ondervinding.....	40.25	
Gedurende 3de jaar ondervinding.....	50.00	
Na 3de jaar ondervinding.....	56.00	
(xv) Masjienfaktotum.....	60.00	
(xvi) Klerk—		
Man, gekwalifiseer.....	50.00	
Man, ongekwalifiseer—		
Gedurende 1ste jaar ondervinding.....	28.00	
Gedurende 2de jaar ondervinding.....	32.00	
Gedurende 3de jaar ondervinding.....	36.00	
Gedurende 4de jaar ondervinding.....	40.00	
Gedurende 5de jaar ondervinding.....	44.00	
Vrou, gekwalifiseer.....	36.00	
Vrou, ongekwalifiseer—		
Gedurende 1ste jaar ondervinding.....	24.00	
Gedurende 2de jaar ondervinding.....	26.00	
Gedurende 3de jaar ondervinding.....	30.00	
(xvii) Motorvoertuigbestuurder werksaam in—		
(a) Gebied A—		
Gedurende 1ste jaar diens.....	40.25	
Daarna.....	43.25	
(b) Gebied B—		
Gedurende 1ste jaar diens.....	34.50	
Gedurende 2de jaar diens.....	40.25	
Daarna.....	43.25	
(xviii) Algemene werker werksaam in—		
(i) Gebied A.....	21.67	
(ii) Gebied B—		
Gedurende 1ste jaar na inwerkingtreding van hierdie Ooreenkoms.....	13.00	
Daarna.....	14.28	
(iii) Gebied C—		
Gedurende 1ste jaar na inwerkingtreding van hierdie Ooreenkoms.....	10.67	
Daarna.....	12.38	

<i>Class of Employee.</i>	<i>Wage per Month. R</i>
(xix) Weighing-in Worker.....	22.00
(xx) Labourer, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bellville....	20.15
(b) The Magisterial District of Johannesburg.....	18.42
(c) Elsewhere in Area A.....	17.55
(ii) Area B, other than areas quoted under paragraph (i)—	
During 1st year of operation of this Agreement.....	11.54
Thereafter.....	13.01
(xxi) Boiler Attendant, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bellville....	23.18
(b) Elsewhere in Area A.....	20.58
(ii) Area B, other than areas quoted under paragraph (i).....	15.24
(iii) Area C, other than areas quoted under paragraph (i).....	10.00
(xxii) Watchman, engaged in—	
(i) (a) The Magisterial Districts of the Cape, Simonstown, Wynberg and Bellville....	23.18
(b) Elsewhere in Area A.....	20.58
(ii) Area B, other than areas quoted under paragraph (i).....	15.24
(iii) Area C, other than areas quoted under paragraph (i).....	10.00
(xxiii) Employees not elsewhere specified herein who are engaged in—	
(a) Area A.....	21.67
(b) Area B.....	12.50
(c) Area C.....	10.00
(xxiv) Casual employee, for each day or part of a day of employment, one-thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.	

(2) *Cost-of-Living Allowance.*—In addition to the wages herein prescribed, every employer shall pay his employees cost-of-living allowances as laid down in War Measure No. 43 of 1942, as amended from time to time, provided that each employee, other than general worker, boiler attendant, watchman or labourer, whose wages exceeds R5 per week or R21.67 per month, shall be paid a cost-of-living allowance calculated on his ordinary monthly wage in accordance with the following table:—

<i>Total Monthly Wage.</i>	<i>Monthly Cost-of-Living Allowance. R</i>
Above R21.67 but not exceeding R23.83.....	26.22
Above R23.83 but not exceeding R26.00.....	27.36
Above R26.00 but not exceeding R28.17.....	28.48
Above R28.17 but not exceeding R30.33.....	29.61
Above R30.33 but not exceeding R32.50.....	30.73
Above R32.50 but not exceeding R34.67.....	31.87
Above R34.67.....	32.98

Provided that, if the ordinary monthly wage plus cost-of-living allowance payable thereon to any employee in terms hereof is at a rate which exceeds R156 per month, the monthly allowance payable to such employee shall be an amount equal to the difference between the said wage and R156. All cost-of-living allowances shall be based on the wages of the employees before any deductions referred to in clause 5 (6) have been made therefrom. The cost of living paid to an employee shall at no time be less than that laid down in War Measure No. 43 of 1942, as amended from time to time.

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

- the weekly wage of an employee, other than a casual employee, shall be calculated by dividing his monthly wage by four and one-third; and
- the daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by—
 - six, in the case of an employee who works a six-day week; and
 - seven, in the case of an employee who works a seven-day week;
- the hourly wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage determined as per (a) above, by forty-six.

<i>Klas werknemer.</i>	<i>Loon per maand. R</i>
(xix) Inweegwerker.....	22.00
(xx) Arbeider werksaam in—	
(i) (a) Die landdrosdistrikte die Kaap, Simonstad, Wynberg en Bellville.....	20.15
(b) Die landdrosdistrik Johannesburg.....	18.42
(c) Elders in Gebied A.....	17.55
(ii) Gebied B, behalwe gebiede in paragraaf (i) genoem:—	
Gedurende 1ste jaar na inwerkingtreding van die Ooreenkoms.....	11.54
Daarna.....	13.01
(xxi) Ketelbediener werksaam in:—	
(i) (a) Die landdrosdistrikte die Kaap, Simonstad, Wynberg en Bellville.....	23.18
(b) Elders in Gebied A.....	20.58
(ii) Gebied B, behalwe gebiede in paragraaf (i) genoem.....	15.24
(iii) Gebied C, behalwe gebiede in paragraaf (i) genoem.....	10.00
(xxii) Wag werksaam in:—	
(i) (a) Die landdrosdistrikte die Kaap, Simonstad, Wynberg en Bellville.....	23.18
(b) Elders in Gebied A.....	20.58
(ii) Gebied B, behalwe gebiede in paragraaf (i) genoem.....	15.24
(iii) Gebied C, behalwe gebiede in paragraaf (i) genoem.....	10.00
(xxiii) Werknemers nie elders hierin gespesifiseer nie, wat werksaam is in:—	
(a) Gebied A.....	21.67
(b) Gebied B.....	12.50
(c) Gebied C.....	10.00
(xxiv) Los werknemer, vir elke dag of gedeelte van 'n dag gewerk een dertigste van die maandloon wat voorgeskryf word vir 'n werknemer wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word.	

(2) *Lewenskostoelae.*—Benewens die lone hierin voorgeskryf, moet 'n werkgever aan sy werknemers die lewenskostoelae betaal soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat elke werknemer, uitgesonderd 'n algemene werknemer, ketelbediende, wag of arbeider, wie se lone meer as R5 per week of R21.67 per maand bedra 'n lewenskostoelae betaal moet word wat ooreenkomstig onderstaande tabel op sy gewone maandloon bereken word—

<i>Totale maandloon.</i>	<i>Maandelikse lewenskostoelae. R</i>
Meer as R21.67 maar hoogstens R23.83.....	26.22
Meer as R23.83 maar hoogstens R26.00.....	27.36
Meer as R26.00 maar hoogstens R28.17.....	28.48
Meer as R28.17 maar hoogstens R30.33.....	29.61
Meer as R30.33 maar hoogstens R32.50.....	30.73
Meer as R32.50 maar hoogstens R34.67.....	31.87
Meer as R34.67.....	32.98

Met dien verstande dat as die gewone maandloon, plus die lewenskostoelae wat daarop aan 'n werknemer betaalbaar is ooreenkomstig die bepaling hiervan, meer as R156 per maand beloop, die maandelikse toelae wat aan sodanige werknemer betaalbaar is, 'n bedrag moet wees wat gelyk is aan die verskil tussen genoemde loon en R156. Alle lewenskostoelae moet gebaseer word op die lone van die werknemers voordat enige bedrag ooreenkomstig die bepaling van klousule 5 (6) daarvan afgetrek is. Die lewenskostoelae wat aan 'n werknemer betaal moet word, mag nooit minder wees nie as dié voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) *Week-, dag- of uurloon.*—Vir die toepassing van hierdie Ooreenkoms—

- word die weekloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy maandloon te deel deur vier en een derde; en
- word die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon te deel deur—
 - ses in die geval van 'n werknemer wat ses dae per week werk; en
 - sewe in die geval van 'n werknemer wat sewe dae per week werk;
- word die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon soos vasgestel ingevolge paragraaf (a) hierbo, deur ses-en-veertig te deel.

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

	Per Month. R
(a) Buttermakers and/or cream graders.....	20.00
(b) Cheesemakers engaged in establishments with output range—	
(i) Over 150,000 lb. up to 200,000 lb.....	5.00
(ii) Over 200,000 lb. up to 500,000 lb.....	10.00
(iii) Over 500,000 lb. up to 1,000,000 lb.....	15.00
(iv) Over 1,000,000 lb.....	20.00

An employer shall at the request of the Council submit the output range of his establishment to the Council for certification and the certificate of the Council, after due enquiry by it, shall for the purpose hereof be deemed to be final; and failing such return being submitted within one calendar month of the request by the Council to do so or within such longer period as the Council may in its discretion determine, the output range shall be deemed to be over 1,000,000 lb.

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

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

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

- except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions of his employer 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;
- with the written consent of the employee, deductions for holiday, sick, medical benefit, insurance, provident or pension funds;
- contributions to the funds of the Council, in terms of Clause 15 of this Agreement;
- any amount which an employer, by any law or any order of any competent court is required or permitted to pay for and on behalf of an employee; with the specific understanding that the common law principle of set-off will apply;
- any amount permitted or agreed to in terms of sub-clause (6) hereof;
- with the written consent of an employee deductions for subscriptions to the funds of the trade unions in terms of clause 16 of this Agreement, may be made.

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

- in the case of employees other than employees referred to in paragraph (b) hereof—
 - for lodging or quarters, a monthly deduction not exceeding R10;

(4) *Verantwoordelijkheidstoelae.*—As daar van 'n werknemer in enigeen van ondergenoemde klasse vereis word om, benewens die pligte wat gewoonlik verbonde is aan die bepaalde beroep wat hy gewoonlik of hoofsaaklik beoefen, werksaamhede van 'n bestuursaad te onderneem, moet sy werkgever hom 'n spesiale toelae soos hieronder gemeld, betaal benewens die lone soos hierin voorgeskryf—

	Per maand. R
(a) Bottermakers en/of roomgradeerders.....	20.00
(b) Kaasmakers in bedryfsinrigtings met 'n produksie-omvang van—	
(i) meer as 150,000 lb. maar hoogstens 200,000 lb.....	5.00
(ii) meer as 200,000 lb. maar hoogstens 500,000 lb.....	10.00
(iii) meer as 500,000 lb. maar hoogstens 1,000,000 lb.....	15.00
(iv) meer as 1,000,000 lb.....	20.00

'n Werkgever moet op versoek van die Raad 'n opgawe van die produksieomvang van sy bedryfsinrigting aan die Raad voorleë vir sertifisering, en nadat die Raad behoorlik navraag gedoen het, word die sertifikaat van die Raad vir die toepassing hiervan geag finaal te wees; waar daar versuim word om sodanige opgawe binne een kalendermaand vanaf die datum waarop die Raad sodanige versoek gerig het of binne dié langer tydperk wat die Raad na sy goedvinde mag bepaal, voor te lê, word die produksieomvang geag meer as 1,000,000 lb. te wees.

(5) *Bestaande lone mag nie verlaag word nie.*—Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit die loon wat betaal is aan 'n werknemer of waarop hy geregtig was te eniger tyd voor of op die datum van inwerkingtrekking van hierdie Ooreenkoms, verlaag nie.

(6) *Differensiële loon.*—Waar daar van 'n werknemer van een klas vereis word om op enige dag vir meer as altesaam twee uur gedurende sodanige dag werk te verrig van 'n ander klas waarvoor daar 'n hoër loon betaalbaar is, moet hy vir daardie dag teen die hoër loon betaal word.

5. BETALING VAN BESOLDIGING.

(1) *Besoldiging maandeliks of weekliks betaalbaar.*—Die besoldiging van werknemers word maandeliks of weekliks verskuldig en moet maandeliks of weekliks, soos die werkgever mag verkies of soos hy en sy werknemer onderling ooreen mag kom, betaal word; met dien verstande dat 'n los werknemer of 'n werknemer wie se dienste voor die gewone betaaldag beëindig word, sy besoldiging moet ontvang by die beëindiging van sy dienste. Werknemers moet agteruitbetaal word en wel binne drie dae na elke voltooide tydperk waarvoor die besoldiging opgeloopt het.

(2) *Premies.*—'n Werkgever mag nie regstreeks of onregstreeks betaling ten opsigte van die indiensneming of opleiding van 'n werknemer ontvang of aanneem nie.

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

(4) *Kos en huisvesting.*—Behoudens andersluidende bepalings in hierdie Ooreenkoms of in enige wet, mag 'n werkgever nie van 'n werknemer vereis om kos en/of huisvesting van hom of van enigeen of op 'n plek deur hom aangewys, aan te neem nie.

(5) *Boetes en aftrekkings.*—Geen bedrae, uitgesonderd die volgende, hoegenaamd mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie en geen sodanige aftrekkings word toegelaat nie:—

- Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure tydens sodanige afwesigheid ontvang het;
- met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, mediese bystand-, versekerings-, voorsorgs- of pensioenfonds;
- bydraes tot die fondse van die Raad ooreenkomstig die bepalings van klousule 15 van hierdie Ooreenkoms;
- 'n bedrag wat 'n werkgever kragtens of ingevolge 'n wet of 'n bevel van 'n bevoegde hof moet of mag betaal vir en namens 'n werknemer; met die spesifieke verstandhouding dat die gemeenregbeginsel van skuldvergelyking van toepassing is;
- enige bedrag wat toegelaat word of waarvoor daar ooreengekom is soos in subklousule (6) hiervan bepaal;
- met die skriftelike toestemming van 'n werknemer, bydraes tot die fondse van die vakverenigings ooreenkomstig klousule 16 van hierdie Ooreenkoms.

(6) *Aftrekkings vir woonplek en ander voordele.*—Wanneer 'n werknemer daarmee instem of wanneer daar ingevolge 'n wet van hom vereis word om enigeen van die voordele hieronder genoem, aan te neem, mag die volgende bedrae van sy besoldiging afgetrek word:—

- In die geval van ander werknemers as dié genoem in paragraaf (b) hiervan—
 - vir huisvesting of woonplek, 'n maandelikse bedrag van hoogstens R10;

- (ii) for rations such as milk, cheese and butter a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and
 - (iii) for fuel, a deduction not exceeding the cost price thereof to the employer.
- (b) in the case of labourers and employees receiving a monthly basic wage not exceeding R23.18, a deduction not exceeding the amount specified hereunder—

	Per Week. R	Per Month. R
Lodging or Quarters.....	0.20	0.87
Board.....	0.40	1.73
Board and Lodging.....	0.60	2.60

(7) Every employer shall at all times keep an Hours and Wages Record as required under Regulation 8 of the Industrial Conciliation Act, 1956, as amended.

(8) Details of amounts due for ordinary time worked, overtime worked, all allowances paid and authorised deductions made shall be made available to employees.

6. HOURS OF WORK AND OVERTIME.

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

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

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

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

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

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

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

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

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

(ii) Employees for whom wages are prescribed under clause 4 (1) (xvii) shall only be entitled to overtime payment if, after completing their normal duties, they are required to perform other factory work and their total hours of work exceeds 8 hours per day.

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

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

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

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

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

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

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

(b) The provisions of this clause shall not apply to watchmen.

- (ii) vir rantsone soos melk, kaas en botter, 'n bedrag van hoogstens die bepaalde werkgever se groothandelverkoopsprys van die items gelewer; en
- (iii) vir brandstof, 'n bedrag van hoogstens die kosprys daarvan vir die werkgever;

(b) in die geval van arbeiders en werknemers wat 'n basiese maandloon van hoogstens R23.18 ontvang, hoogstens die bedrag hieronder gespesifiseer:—

	Per week. R	Per maand. R
Huisvesting of woonplek.....	0.20	0.87
Kos.....	0.40	1.73
Kos en huisvesting.....	0.60	2.60

(7) Elke werkgever moet te alle tye 'n uur- en loonregister byhou soos vereis by regulasie 8 van die regulasies wat kragtens die Wet op Nywerheidsversoening, 1956, soos gewysig, opgestel is.

(8) Besonderhede van die bedrae wat verskuldig is vir gewone tyd gewerk, oortyd gewerk, alle toelaes wat betaal is en gemagtigde afrekkings moet vir die werknemers beskikbaar gestel word.

6. WERKURE EN OORTYDWERK.

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

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

(2) *Werkdagbestek.*—Die werkdagbestek vir een bepaalde dag mag nie oor meer as 12 uur strek nie.

(3) *Etenspouses.*—'n Pouse van minstens 30 minute moet aan 'n werknemer toegestaan word vir elke ete wat binne sy werkure val, en geen werknemer mag langer as vyf uur aaneen sonder 'n pouse van minstens een uur werk nie. Alle etenstye word in die werkdagbestek ingesluit maar word nie geag deel van die gewone werkure of van oortydwerk uit te maak nie; met dien verstande dat, vir die toepassing van hierdie klousule, werkdagperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigbestuurder, 'n ruspouse van minstens tien minute so na as moontlik toestaan—

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

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

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (3) en (4) hiervan, moet alle werkure aaneenlopend wees.

(6) *Oortydwerk.*—(i) Alle tyd wat 'n werknemer langer werk as die getal werkure voorgeskryf in subklousule (1) ten opsigte van 'n dag of 'n week, word geag oortydwerk te wees.

(ii) Werknemers vir wie lone in klousule 4 (1) (xvii) voorgeskryf word, is op oortydbesoldiging geregtig alleenlik indien daar, na voltooiing van hul gewone pligte, van hulle vereis word om ander fabriekswerk te verrig en hul totale getal werkure meer as agt uur per dag beloop.

(7) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd vir meer as—

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

te werk nie.

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

- (a) tussen 6-uur nm., en 6-uur vm.;
- (b) na 1-uur nm., op meer as vyf dae in 'n week;
- (c) oortyd vir meer as twee uur op 'n dag op meer as drie agtereenvolgende dae;
- (d) oortyd op meer as 60 dae in 'n jaar;
- (e) oortyd na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy hy—

- (i) voor die middag kennis aan sodanige werknemer gegee het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat daar met die oortydwerk begin word;
- (iii) sodanige werknemer 20 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werknemer moet ten minstens een en een-derde maal sy gewone loon betaal word vir oortydwerk wat hy verrig; met dien verstande dat waar die hoeveelheid oortydwerk wat op 'n daaglikse grondslag bereken word, in 'n bepaalde week verskil van die hoeveelheid oortydwerk wat op 'n weeklikse grondslag bereken word, dié berekeningsgrondslag aanvaar moet word wat die grootste hoeveelheid oortydwerk vir die week sal oplewer.

(10) *Voorbewoudsbepalings.*—(a) Die bepalings van subklousule (3), (4), (5) en (7) van hierdie klousule is nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaaklik geword het weens 'n onklaarraking van uitrusting of masjinerie of ander onvoorsiene noodtoestand.

(b) Die bepalings van hierdie klousule is nie op wagne van toepassing nie.

7. ANNUAL LEAVE.

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

- (a) in the case of a General Worker and a Labourer, not less than 12 working days' or 14 consecutive calendar days' leave for each completed twelve months' employment; and
- (b) in the case of a watchman, not less than 21 consecutive days' leave in respect of each completed twelve months' employment; and
- (c) in the case of every other employee, not less than—
 - (i) 12 working days' or 14 consecutive calendar days' leave in respect of his first completed twelve months' employment; and
 - (ii) 18 working days' or 21 consecutive calendar days' leave in respect of each succeeding completed twelve months' employment;

at the rate of pay the employee was receiving immediately prior to proceeding on leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer, provided that—

- (i) if such leave has not been granted earlier it shall be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and his employee have agreed thereto in writing, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the Defence Act, 1957;
- (iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates.

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

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

*Number of Days Allowed
for each completed Month
of Employment.*

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

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the Defence Act, 1957;
- (c) absent from work on instructions of or at the request of his employer; or
- (d) absent on sick leave in terms of clause 8;

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke tydperk van 12 maande diens by hom die volgende verlof verleen:—

- (a) In die geval van 'n algemene werker en 'n arbeider, minstens 12 werkdag of 14 agtereenvolgende dae verlof vir elke voltooië tydperk van 12 maande diens; en
- (b) in die geval van 'n wag, minstens 21 agtereenvolgende dae verlof ten opsigte van elke voltooië tydperk van twaalf maande diens; en
- (c) in die geval van enige ander werknemer, minstens—
 - (i) twaalf werkdag of veertien agtereenvolgende kalenderdae verlof ten opsigte van sy eerste voltooië twaalf maande diens; en
 - (ii) agtien werkdag of 21 agtereenvolgende kalenderdae verlof ten opsigte van elke daaropvolgende voltooië tydperk van twaalf maande diens;

en sodanige verlof moet verleen word teen betaling van die loon wat die werknemer ontvang het onmiddellik voordat hy met verlof gegaan het.

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

- (i) as sodanige verlof nie vroeër verleen is nie, dit so verleen moet word dat dit begin binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het; so nie, kan die tydperk waarin sodanige verlof verleen moet word verleng word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het, indien die werkgewer en sy werknemer skriftelik daartoe ooreengekom het;
- (ii) die tydperk van sodanige verlof nie met siekteverlof wat ooreenkomstig die bepalinge van klousule 8 verleen is of met enige tydperk waarin daar van 'n werknemer vereis word om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- (iv) 'n werkgewer enige dag geleentheidsverlof wat op die skriftelike versoek van sy werkgewer gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, met volle betaling aan sodanige werknemer verleen is, mag aftrek van sodanige verloftydperk.

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

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof, soos bedoel in subklousule (1), opgeloopt het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige diensbeëindiging vir sodanige verlof betaal word ten opsigte van elke voltooië maand van sodanige dienстыdperk van minder as een jaar, en dié betaling moet minstens sy besoldiging wees vir die getal dae hieronder gespesifiseer:—

*Getal dae
toegelaat
vir elke
voltooië
maand
diens.*

- (a) Algemene werkers, arbeiders en alle ander klasse werknemers wat hoogstens 2 jaar diens voltooi het..... 1 dag.
- (b) alle werknemers, uitgesonderd algemene werkers en arbeiders, wat meer as 2 jaar diens maar minder as 3 jaar diens voltooi het..... 1½ dag.
- (c) alle werknemers, uitgesonderd algemene werkers en arbeiders, wat meer as 3 jaar diens voltooi het 2 dae maar hoogstens 21 dae altesaam.

(5) 'n Werknemer wat ooreenkomstig die bepalinge van subklousule (1) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet, by sodanige beëindiging, ten opsigte van verlof dié bedrae betaal word soos bedoel in subklousule (1) en (4), en sodanige betaling moet geskied teen die besoldiging wat hy onmiddellik voor die datum van beëindiging van sy diens ontvang het.

(6) Vir die toepassing van hierdie klousule, beteken die uitdrukking "diens" 'n aaneenlopende tydperk diens by dieselfde werkgewer en word dié geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

- (a) met verlof afwesig is ooreenkomstig die bepalinge van subklousule (1);
- (b) verplig is om militêre opleiding ooreenkomstig die bepalinge van die Verdedigingswet, 1957, te ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werkgewer; of
- (d) afwesig is met siekteverlof ooreenkomstig die bepalinge van klousule 8;

and shall be deemed to commence—

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

8. SICK LEAVE.

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

(2) Where employees, other than those for whom wages are prescribed in clause 4 (1) (xx) of the Agreement, do not take sick leave for a period of two years, they shall be entitled to a maximum of 1 month's sick leave during the third year.

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee other than a watchman, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day, provided that he may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee or watchman, works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay to him for each such day, in addition to his ordinary wage—

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

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

(3) *Sundays.*—No employer shall permit or require an employee, other than a watchman, to work on a Sunday except with the prior approval of the Council and under such conditions as the Council may prescribe, provided that this prohibition shall not apply to employees engaged on work necessitated by a breakdown of plant or machinery or unforeseen emergency or essential services or repairs to plant or machinery, which cannot normally be undertaken during the course of the week, provided, further, that if an employee, other than a watchman, works on a Sunday, the time so worked by him shall not be regarded as overtime and his employer shall pay him—

either

- (i) not less than double his hourly wage for four hours for all work performed of less than four hours' duration;
- (ii) not less than double his hourly wage for the actual hours worked in excess of four hours with a minimum payment of double his wage for an ordinary working day;

or

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

10. OVERALLS AND PROTECTIVE CLOTHING.

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

en word dit geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens die bepalings van enige wet, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing is, maar wat nog nie ooreenkomstig die bepalings van sodanige wet op sodanige verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van 'n ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan 'n werknemer wat na een maand diens by hom van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie of wat nie, in die geval van 'n ongeluk, kragtens die Ongevalwet, 1941, vergoedbaar is nie, altesaam twee weke siekteverlof gedurende een jaar aaneenlopende diens by hom verleen en moet aan hom ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalings hiervan, minstens die besoldiging betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het.

(2) Waar werknemers, uitgesonderd dié vir wie lone in klousule 4 (1) (xx) van hierdie Ooreenkoms voorgeskryf word, geen siekteverlof gedurende 'n tydperk van twee jaar neem nie, is hulle gedurende die derde jaar op 'n maksimum van een maand siekteverlof geregtig.

(3) 'n Werkgever mag vereis dat 'n sertifikaat wat deur 'n geregistreerde geneeskundige praktisyn onderteken is en wat die aard en duur van die werknemer se siekte meld, ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, ingedien moet word, en indien sodanige sertifikaat ter staving van 'n werknemer se eis binne drie dae nadat daarom gevra is of binne drie dae nadat die werk hervat is, ingedien word nie, word daar nie vir sodanige tydperk van siekteverlof betaal nie.

(4) Vir die toepassing van hierdie klousule beteken "diens" dieselfde as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op en moet verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag; met dien verstande dat daar van hom vereis mag word om op enige sodanige dag te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag, benewens sy gewone loon, die volgende betaal:—

- (i) Een kwart van een dag se loon as hy minder as twee uur op daardie dag gewerk het; of
- (ii) een dag se loon as hy vir twee uur of langer op daardie dag gewerk het.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens sy dagloon betaal plus sodanige loon, gedeel deur agt, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Sondae.*—Geen werkgever mag van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om op 'n Sondag te werk nie behalwe wanneer die toestemming van die Raad vooraf verkry is en op dié voorwaardes wat die Raad mag voorskryf; met dien verstande dat hierdie verbodsbepaling nie van toepassing is nie op werknemers wat werk verrig wat genootsaak is deur 'n onklaar-raking van uitrusting of masjinerie of 'n onvoorsiene noodtoestand of noodsaaklike dienste of herstelwerk aan uitrusting en masjinerie wat nie gewoonlik in die loop van die week onderneem kan word nie; en voorts met dien verstande dat, as 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, die tyd wat hy aldus gewerk het, nie geag word oortydwerk te wees nie en sy werkgever hom soos volg moet betaal:—

of

- (i) minstens dubbel sy uurloon vir vier uur vir alle verrigte werk wat minder as vier uur geduur het;
- (ii) minstens dubbel sy uurloon vir die werklike getal ure langer gewerk as vier uur, met 'n minimum betaling van dubbel die loon vir 'n gewone werkdag;

of

- (iii) vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en een derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet dié oorpakke en/of beskermende oorklere wat hy mag vereis dat sy werknemer moet dra of wat by 'n wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou.

11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES.

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

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

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

(4) Where butter and cheese are manufactured in the same establishment the position of buttermaker and cheesemaker shall not be held by the same employee, except with the prior approval of the Council.

12. CERTIFICATE OF SERVICE.

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

13. TERMINATION OF SERVICE.

Not less than one month's written notice, reckoned from the usual pay-day of the establishment concerned, shall be given by an employer or employee to terminate the contract of service, provided that, where an employer or employee terminates the contract of service without the requisite notice, payment of one month's remuneration in the case of the employer terminating the contract, the forfeiture of one month's remuneration in the case of the employee terminating the contract, shall be made in lieu of such notice; provided, further, that an employer or an employee shall be entitled to terminate the contract of service on not less than—

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

in which case the payment in lieu of notice and/or the forfeiture due shall be reduced accordingly.

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

14. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause, the Council may, subject to the provisions of section 51 (3) of the Industrial Conciliation Act, 1956, as amended, relative to paragraph (f) of sub-clause (5) of clause 5, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

(3) The Secretary 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—

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

(4) The Secretary of the Council shall—

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

11. MINIMUM LEEFTYD EN KWALIFIKASIES VAN WERKNEMERS.

(1) 'n Werkgewer mag niemand onder die leeftyd van 16 jaar in diens neem nie.

(2) 'n Werkgewer mag nie 'n ongekwalifiseerde persoon in 'n hoedanigheid waarvoor 'n kwalifikasie voorgeskryf is, in diens neem nie tensy die goedkeuring van die Raad vooraf verkry is; met dien verstande egter dat, ingeval van 'n noodtoestand, sodanige ongekwalifiseerde werknemer in sodanige hoedanigheid vir 'n totale tydperk van hoogstens ses weke in enige tydperk van drie maande in diens geneem mag word teen die voorgeskrewe besoldiging van 'n gekwalifiseerde werknemer, en vir die toepassing hiervan, word 'n noodtoestand geag alleenlik te bestaan wanneer geen gekwalifiseerde werknemer redelikerwys vir indiensneming deur sodanige werkgewer beskikbaar is nie.

(3) 'n Werkgewer moet 'n werknemer wat werk verrig waarvoor hy, ooreenkomstig die bepaling van hierdie Ooreenkoms, nie gekwalifiseer is nie of wat deur 'n ander klas werknemer verrig moet word, vir die hele dag waarop sodanige werk verrig word, die besoldiging betaal wat hierin voorgeskryf word vir 'n werknemer wat gekwalifiseer is of daarop geregtig is om genoemde klas werk te verrig.

(4) Waar botter en kaas in dieselfde bedryfsinrigting vervaardig word, mag die betrekking van bottermaker en kaasmaker nie deur dieselfde werknemer beklee word nie tensy die Raad vooraf goedkeuring daartoe verleen het.

12. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van engeen van sy werknemers, uitgesonderd 'n arbeider, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die werk, die begin- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging moet meld.

13. DIENSBEÏNDIGING.

'n Werkgewer of 'n werknemer moet minstens een maand vooraf, gereken vanaf die gewone betaaldag van die betrokke bedryfsinrigting, kennis gee van die beëindiging van die dienskontrak; met dien verstande dat waar 'n werkgewer of 'n werknemer die dienskontrak beëindig sonder die vereiste kennisgewingtermyn, die werkgewer wat die kontrak beëindig, een maand se besoldiging aan die werknemer moet betaal en die werknemer wat die dienskontrak beëindig, aan die werkgewer een maand se besoldiging moet verbeur in plaas van sodanige kennisgewing; met dien verstande voorts dat 'n werkgewer of 'n werknemer daarop geregtig is om die dienskontrak te beëindig met minstens—

- (a) een week kennisgewing in die geval van 'n arbeider of ander werknemer wie se loon weklíks betaal word; en
- (b) 24 uur kennisgewing in die geval van 'n werknemer wat minder as vier weke diens voltooi het;

en in so 'n geval word die betaling in plaas van kennisgewing en/of die verbeuring in plaas van kennisgewing dienooreenkomstig verminder.

Hierdie klousule raak nie die werkgewer of die werknemer se reg om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie en dit raak ook nie 'n ooreenkoms tussen 'n werkgewer en 'n werknemer waarin daar vir 'n langer tydperk van kennisgewing as dié hierin voorgeskryf, voorsiening gemaak word nie. Die bepaling van hierdie klousule is nie op los werknemers van toepassing nie.

14. VRYSTELLINGS.

(1) Behoudens die bepaling van subklousule (2) van hierdie klousule, mag die Raad, behoudens dié bepaling van artikel een-en-veertig (3) van die Wet op Nywerheidsversoenig, 1956, soos gewysig, wat met paragraaf (f) van subklousule (5) van klousule 5 in verband staan, om 'n afdoende rede vrystelling van engeen van die bepaling van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet, ten opsigte van engeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en ook die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor dit uitgereik is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepaling van subklousule (1) van hierdie klousule verleen is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepaling van subklousule (2) van hierdie klousule gestel is en waarop die vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van dié sertifikaat aan die betrokke werkgewer stuur.

15. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct from the remuneration of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement, the sum of one cent for every R1 or part of R1 of the wage of such employee. To the amount so deducted, the employer shall add a like amount and forward the total sum month by month and within 30 days after the close of the month to which the sum relates, to the Secretary of the Council, P.O. Box 265, Pretoria, or such other address as the Council may specify.

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

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

16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS.

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

National Union of Dairy Industry Employees;

S.A. National Cheesemakers' Union;

both these trade unions being parties to the Agreement. The subscriptions so deducted shall be forwarded to the secretaries of the respective unions within 30 days after the close of the month to which the deductions relate.

17. ADMINISTRATION OF AGREEMENT.

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

18. EXHIBITION OF AGREEMENT.

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

19. TRADE UNIONS' REPRESENTATIVES ON COUNCIL.

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

20. AGENTS.

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

Signed at Pretoria on behalf of the Parties on this the 1st day of October, 1962.

J. S. FOTHERINGHAM,
Chairman of the Council.

E. SOUTHWORTH,
Vice-Chairman of the Council.

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

P. H. LISHMAN,
Secretary of the Council.

No. 2129.]

[28 December 1962.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

DAIRY INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Dairy Industry, published under Government Notice No. 2128 of the 28th December, 1962, 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.

A. E. TROLLIP,
Minister of Labour.

15. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die besoldiging van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, die bedrag van een sent aftrek vir elke R1 of deel van R1 van die loon van sodanige werknemer. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand na maand en wel binne dertig dae na die einde van die maand waarop die bedrag betrekking het, aan die Sekretaris van die Raad, Posbus 265, Pretoria, of na dié ander adres wat die Raad mag spesifiseer, stuur.

(2) Elke werkgewer moet ten opsigte van elke maand en wel in dié vorm wat die Raad mag voorskryf en verskaf, 'n opgawe aan die Raad stuur van die totale getal werknemers wat hy gedurende daardie maand in diens geneem het en van die totale besoldiging wat hy gedurende daardie maand aan sodanige werknemers betaal het.

(3) Die eiendomsreg op alle fondse wat die Raad ontvang, berus by die Raad en die Raad administreer sodanige fondse.

16. AFTREKKING VAN LEDEGELDE VIR VAKUNIE.

Met die skriftelike toestemming van die werknemer, moet die werkgewer die ledegeld wat sodanige werknemer aan ondergenoemde vakverenigings verskuldig is, maandeliks aftrek:—

National Union of Dairy Industry Employees; en

S.A. National Cheesemakers' Union

aangesien albei hierdie vakverenigings partye by hierdie Ooreenkoms is. Die ledegeld aldus afgetrek, moet aan die sekretaris van die onderskeie vakverenigings gestuur word binne 30 dae na die einde van die maand waarop sodanige aftrekkings betrekking het.

17. ADMINISTRASIE VAN OOREENKOMS.

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

18. VERTONINGS VAN OOREENKOMS.

Elke werkgewer moet te alle tye in sy inrigting en op 'n plek wat gereedlik vir sy werknemers toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is.

19. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

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

20. AGENTE.

Die Raad mag een of meer gespesifiseerde persone as sy agent of agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent mag 'n bedryfsinrigting gedurende werkure betree en 'n werkgewer of 'n werknemer ondervra en die register van die lone betaal, die tyd gewerk en die betalings vir oortydwerk nagaan met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

Namens die partye te Pretoria, onderteken op hede die 1st dag van Oktober 1962.

J. S. FOTHERINGHAM,
Voorsitter van die Raad.

E. SOUTHWORTH,
Ondervoorsitter van die Raad.

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

P. H. LISHMAN,
Sekretaris van die Raad.

No. 2129.]

[28 Desember 1962.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

SUIWELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Suiwelnwyerheid, gepubliseer by Goewermentskennisgewing No. 2128 van 28 Desember 1962, oor die algemeen vir die 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 as die betrokke bepalings van genoemde Wet is nie.

A. E. TROLLIP,
Minister van Arbeid.

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