

BUITENGEWONE



EXTRAORDINARY

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 253.]

[23 Februarie 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, KAAP.

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (j), 18 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landrostdistrik Stellenbosch wat voor die publikasie van Goewermenskennisgewing No. 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (j), 18 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landdrostdistrik Stellenbosch wat voor die publikasie van Goewermenskennisgewing No. 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 253.]

[23 February 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

SWEETMAKING INDUSTRY, CAPE.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June 1971, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (j), 18 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg and Bellville and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March 1962, fell within the Magisterial District of Bellville; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of The Cape, Wynberg and Bellville and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March 1962, fell within the Magisterial District of Bellville, from the second Monday after the date of publication of this notice and for the period ending the 30th June 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (j), 18 and 20, shall *mutatis mutandis* be binding upon all

in genoemde Nywerheid by dié werkgewers vir wie ingeëen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE LEKKERGOED- NYWERHEID (KAAP).

OOREENKOMS

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

Organisation of Sweet Manufacturers of the Cape Peninsula (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en

The Western Province Sweet Workers' Union (hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

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

1. GEBIEDS- EN TOEPASSINGSBESTEK VAN OOR- EENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermenskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, nagekom word deur alle werkgewers in die Produksieafdeling van die Lekkergoednywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde Afdeling van die Nywerheid wat lede van die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms alleenlik op dié werknemers van toepassing vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet mag bepaal en bly van krag vir die tydperk wat eindig op 30 Junie 1971 of vir dié tydperk wat hy mag vasstel.

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde blykbaar bedoel word, het alle uitdrukkings wat in die Ooreenkoms geësig word en waarvan die betekenis in die Wet op Nywerheidsversoening 1956, omskryf word, dieselfde betekenis as in dié Wet en tensy dit strydig met die samehang is, beteken—

„afwesigheid” in die woordomsrywings van „assistent-versendingsklerk”, „assistent-voorman” en „assistent-pakhuisman” dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens beskou word;

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig; „Ooreenkoms” ’n Ooreenkoms wat ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, afgekondig en bindend gemaak is ten opsigte van werkgewers en werknemers in die Produksieafdeling van die Lekkergoednywerheid (Kaap); „ambagsman” ’n werknemer wat in diens geneem word om werk te doen wat gewoonlik gedoen word deur ’n werknemer wat ’n vakleerlingskap gedien het in ’n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of beskou word as daarkragtens aangewys;

„assistent-versendingsklerk” ’n werknemer wat onder die algemene toesig van ’n versendingsklerk enige van die pligte of werksaamhede nakom of verrig wat in die woordomskrywing van „versendingsklerk” genoem word en waarby die nagaan van bestellings inbegrepe is, en wat in sy afwesigheid vir hom kan waarneem;

„assistent-voorman” ’n werknemer wat onder die algemene toesig van ’n voorman die pligte van ’n voorman nakom en wat in sy afwesigheid vir hom kan waarneem;

„assistent-pakhuisman” ’n werknemer wat onder die algemene toesig van ’n pakhuisman enige van die pligte of werksaamhede genoem in die woordomskrywing „pakhuisman” nakom en wat in sy afwesigheid vir hom kan waarneem;

„ketelbediener” ’n werknemer wat onder algemene toesig verantwoordelik is om die waterstand en stoomdruk in ’n stoomketel in stand te hou en wat die vuur in die ketel maak, in stand hou of trek;

Bantu employed in the said Industry by employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (CAPE).

AGREEMENT

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

Organisation of Sweet Manufacturers of the Cape Peninsula (hereinafter referred to as “the employers” or “the employers’ organisation”) of the one part, and

The Western Province Sweet Workers’ Union (hereinafter referred to as “the employees” or “the trade union”) of the other part,

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg and Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March 1962, fell within the Magisterial District of Bellville, by all employers in the Production Section of the Sweetmaking Industry who are members of the employers’ organisation and by all employees in the said Section of the Industry who are members of the trade union.

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

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section *forty-eight* of the Act and shall remain in force for the period ending 30 June 1971, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

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

“Act” means the Industrial Conciliation Act, 1956, as amended;

“Agreement” means an Agreement published and made binding on employers and employees in the Production Section of the Sweetmaking Industry (Cape) in accordance with the provisions of the Industrial Conciliation Act, 1956;

“artisan” means an employee who is employed to do work normally performed by an employee who has served an apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944;

“assistant despatch clerk” means an employee who, under the general supervision of a despatch clerk, performs any of the duties or operations mentioned in the definition “despatch clerk” including the checking of orders, and who may act for him during his absence;

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

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

“boiler attendant” means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;

„etes” sonder om die gewone betekenis van die woord te beperk, voedsel van 'n redelike gehalte, hoeveelheid en verskeidenheid met inbegrip van groente, en wat die werkgewer minstens die bedrag kos wat hy ingevolge klousule 5 (6) (d) kan aftrek;

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

„kleedkamerbediende” 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre, of van sluitkassies waarin 'n werknemer sy besittings kan bêre;

„Raad” die Nywerheidsraad vir die Lekkergoednywerheid (Kaap), wat geregistreer is of geag word geregistreer te wees kragtens artikel negentien van die Wet op Nywerheidsversoenning, 1956;

„versendingsklerk” 'n werknemer wat verantwoordelik is vir die ontvang van goedere in 'n bedryfsinrigting, of in of van 'n pakhuis of van afdelings, vir versending, en vir verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekaarmaak, nagaan, weeg, verpakking of versending van dié goedere en die naagaan, weeg, merk of adresseer van pakette;

„bestuurder van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van dié woordomskrywing is by die uitdrukking „'n motorvoertuig bestuur” inbegrepe alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;

„noodwerk” enige werk wat weens onvoorsiene oorsake soos brande, storms, ongelukke, epidemies, geweldpleging, onklaar-raking van installasie of masjinerie, of diefstal, onmiddellik gedoen moet word, en hierby is inbegrepe die werk van, of in verband met, laai of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë behoort, of van voertuie wat 'n vervoer-kontrakteur gebruik by die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë;

„bedryfsinrigting” enige perseel in of in verband waarmee die Lekkergoednywerheid uitgeoefen word;

„ondervinding”, met betrekking tot 'n werknemer, graad I, 'n werknemer, graad II, of 'n lekkergoedmaker, die totale tydperk of tydperke diens van 'n werknemer in die Lekkergoednywerheid onderskeidelik as 'n werknemer, graad I, 'n werknemer, graad II, of 'n lekkergoedmaker: Met dien verstande dat enige tydperk of tydperke diens wat 'n werknemer, graad I, as 'n werknemer, graad II, gedoen het, tot 'n maksimum van twaalf maande as ondervinding as 'n werknemer, graad I, beskou moet word en voorts met dien verstande dat die helfte van enige tydperk of tydperke diens wat 'n lekkergoedmaker as 'n werknemer, graad I, of 'n werknemer, graad II, gedoen het, tot 'n maksimum van twaalf maande van dié ondervinding as ondervinding as 'n lekkergoedmaker beskou moet word;

„Klerklike werknemer in 'n fabriek” 'n werknemer wat, onder toesig van 'n voorman, besig is met een of meer van die volgende werksaamhede of take:—

- (1) Stelkaarte, werkskaarte, produksiekaarte of ander fabrieks-dokumente met die hand oorskryf;
- (2) name of nommers of tyd- of loonkaarte inskryf;
- (3) fakture, besendings- of afleweringsnotas, rekwisies of tyd- of loonkaarte liasseer, hou of numeries of alfabeties rangskik;
- (4) Bantoetale tolk of vertaal;
- (5) passe, dienssertifikate of tydkaarte uitreik;
- (6) gereedskap, ingenieursvoorrade of -toerusting op aanvraag uitreik, of dié gereedskap, voorrade of toerusting terug ontvang;
- (7) monsterstrokies uitskryf;
- (8) besonderhede van die inhoud of die onderskeidende nommers van kartonne, houers of pakette opteken;
- (9) die indiensneming, ontslag of bedanking van werknemers opteken;
- (10) produksiesyfers tabelleer;
- (11) kaartjies stempel of uitskryf;
- (12) voorraadkaarte opskryf;
- (13) besendings- of afleweringsnotas of verpakkingstrokies uitskryf;

„'n masjien voer” om materiaal in 'n masjien of op 'n ver-voerbelt wat na of in 'n masjien lei, te plaas as sodanige plasing oordeelkundig, presies of met vaardigheid gedoen moet word, met behoorlike inagneming van doeltreffende inname of verwerking van die materiaal deur die masjien, en vir die toepassing van hierdie woordomskrywing word dit beskou dat by die uitdrukking „plasing” inbegrepe is enige vorming, verwerking na die regte grootte of fatsuering van die materiaal op die masjien wat vir die doeltreffende inname of verwerking van die materiaal deur die masjien nodig mag wees;

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

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

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

„Council” means the Industrial Council for the Sweetmaking Industry (Cape), registered or deemed to be registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

„despatch clerk” means an employee who is responsible for receiving goods into an establishment or into or from a store or from departments for despatch and for the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing or despatch of such goods and the checking, weighing, marking or addressing of packages;

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

„emergency work” means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, breakdown of plant or machinery, or theft, must be done without delay, and includes the work of, or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways, or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways;

„establishment” means any premises in or in connection with which the Sweetmaking Industry is carried on;

„experience” means in relation to a grade I employee, a Grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweetmaking Industry, as a grade I employee, a grade II employee or a sweetmaker, respectively; provided that any period or periods of employment which a grade I employee has had as a grade II employee shall, up to a maximum of twelve months, be deemed to be experience as a grade I employee, and provided further that one-half of any period or periods of employment which a sweetmaker has had as a grade I employee or a grade II employee shall be deemed to be experience as a sweetmaker up to a maximum of twelve months of such experience;

„factory clerical employee” means an employee who, under the supervision of a foreman, is engaged in any one or more of the following activities or operations:—

- (1) Copying batch cards, job cards, production cards or other factory documents by hand;
- (2) entering names or numbers on time or wage cards;
- (3) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;
- (4) interpreting or translating Bantu languages;
- (5) issuing passes, certificates of service or time cards;
- (6) issuing tools or engineering stock or equipment against requisition, or receiving such tools, stock or equipment when returned;
- (7) making out sample slips;
- (8) recording particulars of the contents or the distinctive number of cartons, containers or packages;
- (9) recording the engagement, discharge or resignation of employees;
- (10) scheduling production figures;
- (11) stamping or writing tickets;
- (12) writing up stock cards;
- (13) writing out consignment or delivery notes or packing slips;

„feeding a machine” means the placing into a machine or on to a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the expression “placing” shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

„n masjien vul” materiaal neersit of stort in ’n geutbak of ander innamehouer wat aan ’n masjien geheg is of deel daarvan uitmaak as die verwerkingsmeganisme sy eie inname van die materiaal uit hierdie geutbak of houer reguleer, en waar die neersit of stort nie oordeelkundig, presies of met vaardigheid wat betref die hoeveelheid of posisie, gedoen moet word nie;

„voorman” ’n werknemer wat in beheer is oor die werknemers in ’n bedryfsinrigting of in ’n afdeling van ’n bedryfsinrigting, wat dissiplinêre beheer oor sulke werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig;

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

(1) Met die hand in sjokolade of fouree inkoop of daarmee bedek;

(2) ’n sjokoladedekmasjien bedien;

(3) ’n napolitaanse sjokolademasjien bedien;

(4) ’n drop-uitpersmasjien bedien;

(5) ’n tabletsny- en stempelmasjien bedien;

(6) ’n masjien wat lekkergoed in folie, sellulosefilm, waspapier of enige ander materiaal toedraai, bedien, hetsy sodanige toedraaiwerk deur ’n masjien, aaneengeskakel met enige ander proses, gedoen word, of nie;

(7) ’n vormmasjien bedien, en vir die toepassing van hierdie woordoms krywing beteken ’n vormmasjien een waarin die vorm aan elke afsonderlike lekkergoed gegee word deurdat lekkergoedbestanddele in vloeibare vorm in vaste vorms met dié betrokke vorm gegiet word;

(8) ’n masjien wat pakkies maak en vul, bedien;

(9) ’n papier- of kartonsnymes, deur krag aangedryf, bedien;

(10) ’n kerfmasjien, deur krag aangedryf, bedien;

(11) ’n stysel- of „master mogul”-masjien bedien;

„werknemer, graad I, gekwalifiseer,” ’n werknemer, graad I, met minstens agtien maande ondervinding;

„werknemer, graad I, ongekwalifiseer,” ’n werknemer graad I, met minder as agtien maande ondervinding;

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

(1) Bestellings bymekaarmaak;

(2) suiker kook;

(3) gekookte goedere, pastegoedere of toffies opbou, vorm, streep of versier;

(4) kakaoboontjies, neut of ander grondstowwe skoonmaak of sorteer, uitgesonderd die verwydering van vreemde stof soos genoem in die woordoms krywing „werknemer, graad III”;

(5) kristalliserer;

(6) vrugte of ander grondstowwe op maat sny of fyn druk;

(7) lekkergoed in stysel sit;

(8) bestanddele, met inbegrip van stroop, in draaipanne voer of gooi;

(9) masjiene voer, uitgesonderd die voer wat uitdruklik in die woordoms krywing van „werknemer, graad III” genoem word;

(10) houers, uitgesonderd op ’n gestelde skaal, vul en weeg;

(11) lekkergoed versier deur dit met ’n vurf of die vinger of andersins te merk;

(12) met die hand inkoop of bedek, uitgesonderd dié in die woordoms krywing van „werknemer, graad I”, genoem;

(13) vrugte, neut of ander eetbare stowwe in lekkergoedpreparate inwerk of invoeg, uitgesonderd in sjokolade of fouree;

(14) kartondose maak, uitgesonderd opboubare dose uit plat materiaal vou;

(15) stroop onder toesig maak;

(16) lekkergoed of lekkergoedmassa met die hand vorm, fatsoeneer, uit die vorm haal of daarin gooi, uitgesonderd dié werksaamhede in item 37 van die woordoms krywing van „werknemer, graad III” genoem;

(17) enige kragmasjien bedien, uitgesonderd ’n masjien wat in die woordoms krywing van „werknemer, graad I” genoem word;

(18) goedere vir voorraad inpak, uitgesonder ingepakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal vervaardig is om hulle te bevat;

(19) lekkergoed met die hand in houers verpak volgens getal, grootte, gewig, rangskikking of soort;

(20) voorberei en meng, uitgesonderd dié werksaamhede wat by die woordoms krywing van „werknemer, graad III” ingesluit is;

(21) klaargemaakte geursels ingooi;

(22) deeg, pasta of ander preparate van suiker of sjokolade uittrek, laat loop, rol, sny of stempel;

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

(24) sakkies of pakkies van sellulosefilm verseël;

(25) neut of vrugte afdop, ontpit, skil of droog;

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

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

„grade I employee” means an employee who is engaged in any one or more of the following duties or operations:—

(1) Hand dipping or hand coating in or with chocolate or fouree;

(2) operating a chocolate enrobing machine;

(3) operating a chocolate neapolitan machine;

(4) operating a liquorice extruder;

(5) operating a lozenge cutting and stamping machine;

(6) operating a machine which wraps sweets with foil, cellulose film, wax paper or any other material, whether or not such wrapping is done by the machine in combination with any other process;

(7) operating a moulding machine and for the purposes of this definition a moulding machine means a machine in which the shape of the individual sweet is given to it by the pouring of liquid sweet material into permanent moulds of the shape concerned;

(8) operating a packet making and filling machine;

(9) operating a power-driven paper or board guillotine;

(10) operating a power-driven scoring machine;

(11) operating a starch or master mogul machine;

„grade I employee, qualified,” means a grade I employee who has had not less than eighteen months’ experience;

„grade I employee, unqualified,” means a grade I employee who has had less than eighteen months’ experience;

„grade II employee” means an employee who is engaged in any one or more of the following duties or operations:—

(1) Assembling orders;

(2) boiling sugar;

(3) building up, shaping, striping or decorating boiled goods, paste goods, or toffees;

(4) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition „Grade III employee”;

(5) crystallising;

(6) cutting to size or crushing fruit or other raw materials;

(7) depositing sweets into starch;

(8) feeding or pouring ingredients, including syrup, into revolving pans;

(9) feeding machines, other than feeding specifically mentioned in the definition „Grade III employee”;

(10) filling and weighing containers other than to set scale;

(11) finger marking or fork marking or otherwise decorating sweets;

(12) hand dipping or hand coating, other than that mentioned in the definition „grade I employee”;

(13) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fouree;

(14) making, cardboard boxes other than by folding of collapsible boxes from the flat;

(15) making syrup, under supervision;

(16) moulding, shaping, demoulding or pouring sweets or sweet mass (other than as referred to in item 37 of the definition „Grade III employee”);

(17) operating any power-driven machine, other than a machine mentioned in the definition „grade I employee”;

(18) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;

(19) packing sweets into containers by hand according to number, size, weight, arrange or type;

(20) preparing or mixing other than in operations included in the definition „Grade III employee”;

(21) pouring ready-mixed flavours;

(22) pulling, running, rolling, cutting or stamping dough, paste, or other preparations of sugar or chocolate;

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

(24) sealing packets or bags of cellulose film;

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

(26) plaatwerk wat nie elders spesifiek in dié klousule genoem word nie;

(27) lekkergoed sorteer, uitgesonderd sortering wat die werksaamhede meebring wat in item (21) van die woordskrywing van „werknemer, graad III” genoem word;

(28) van die vervoerband of ’n sjokoladeomhulmasjien af wegneem;

(29) ’n hand- of voetspapier- of kartonsnymes gebruik;

(30) ’n hand- of voetskerfmasjien bedien;

(31) die kiem uit kakaoboontjies van of verwyder;

(32) weeg, uitgesonderd volgens ’n gestelde skaal, of meet, uitgesonderd volgens of met vasgestelde mate;

(33) kisties of pakkette toedraai;

(34) lekkergoed met die hand toedraai;

„werkgever, graad II, gekwalifiseer,” ’n werknemer, graad II, met minstens twaalf maande ondervinding;

„werknemer graad II, ongekwalifiseer,” ’n werknemer, graad II, met minder as twaalf maande ondervinding;

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

(1) Posseëls op briewe, pakkies of ander artikels plak vir versending deur die pos of ’n frankeermasjien wat met die hand bedien word, gebruik;

(2) houtkiste met die hand aanmeekaarsit uit duie of klaargemaakte karton- of veselbordkiste of soortgelyke houers met die hand opbou;

(3) ’n ambagsman of instandhouer behulpsaam wees deur artikels of gereedskap vas te hou of deur op ’n ander wyse met hom saam te werk, uitgesonderd die selfstandige gebruik van gereedskap van enige geskoolde ambag;

(4) artikels dra, ophang of stapel van artikels of voertuie verskuif, uitgesonderd ’n kragtoestel gebruik;

(5) rantsone kook of tee of dergelike drank maak of tee of dergelike drank aan werknemers of sy werkgever opdien;

(6) briewe, boodskappe of goedere aflewer met of sonder die voertuie genoem in bepaling (ii) van klousule 4 (1);

(7) panne, sjokoladeketels, tempermasjiene, raffineerders, braaimasjiene, wassmasjiene, vormmasjiene, of meule leegmaak;

(8) stysel in „buck”-masjiene voer;

(9) masjiene vul of leegmaak;

(10) briewe vou of in koevert plaas;

(11) tuinwerk, d.w.s. plantwerk onder toesig, spit, hark, gras sny of natmaak of tuingrond meng of strooi of heinings snoei of paai of paadjies skoonmaak of vee;

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

(13) laai of aflaai;

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

(15) kiste, sakke of ander houers merk, brandmerk, sjabloneer of etiketteer;

(16) masjiene of voertuie, uitgesonderd motorvoertuie, olie of smeer;

(17) kiste, sakke of ander houers oop- of toemaak;

(18) ’n hystoestel of goederehyser bedien;

(19) verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal vervaardig is om hulle te bevat;

(20) sanitêre emmers verwyder, leegmaak, skoonmaak of vervang;

(21) gebreekte lekkergoed of lekkergoedbrokkies of afsnyls verwyder;

(22) vreemde stof met die hand uit neute of kakaobone verwyder, uitgesonderd deur dit te was;

(23) bestanddele in stoom- of ander panne roer, met uitsondering van die aflees van termometers of die reëling van die stoomdruk;

(24) diere inspan, uitspan of hulle oppas;

(25) die slinger van ’n handmasjien draai, of die pedaal van ’n trapmasjien trap;

(26) rubber- of ander stempels gebruik waar geen keuse of oordeel nodig is nie;

(27) persele of diere of masjinerie, bakke, panne, blikke, dose, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of op ’n ander wyse skoonmaak;

(28) volgens ’n gestelde skaal weeg of herhaaldelik meet volgens of met ’n vasgestelde maat;

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

(30) lekkergoed met die hand sny;

(31) bakke wat stysel, klapper, vermicelli of soortgelyke stowwe bevat, met die hand vul, gelykmaak of leegmaak;

(32) massahouers vul of leegmaak of klaargemaakte lekkergoed in massa meng;

(33) met die hand hardmaak;

(34) lekkergoed, uitgesonderd sjokolade, met die hand skei, losmaak of breek;

(35) lekkers of ander stowwe op vervoerbande, uitgesonderd ’n sjokoladeomhulmasjien, plaas of lekkergoed of ander stowwe van sulke vervoerbande afhaal;

(26) slab work, not elsewhere specifically mentioned in this clause;

(27) sorting sweets other than involving the operations referred to in item (21) of the definition “Grade III employee”;

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

(29) using a hand or foot operated paper or board guillotine;

(30) using a hand or foot operated scoring machine;

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

(32) weighing, other than to set scale, or measuring other than to or with fixed measure;

(33) wrapping boxes or parcels;

(34) wrapping sweets by hand;

“grade II employee, qualified,” means a grade II employee who has had not less than twelve months’ experience;

“grade II employee, unqualified,” means a grade II employee who has had less than twelve months’ experience;

“Grade III employee,” means an employee who is engaged in any one or more of the following duties or operations:—

(1) Affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;

(2) assembling wooden boxes from shooks by hand or assembling or setting up by hand ready-made cardboard or fibre board boxes or similar containers;

(3) assisting an artisan or a maintenance man by holding articles or tools or otherwise working with him, other than by the independent use of tools of any skilled trade;

(4) carrying, lifting or stacking articles or moving articles or vehicles other than by the use of any power-driven device;

(5) cooking rations or making tea or similar beverages or serving tea or similar beverages to employees or his employer;

(6) delivering letters, messages or goods, with or without any of the vehicles mentioned in provision (ii) of clause 4 (1);

(7) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, moulding machines, winnowing machines or mills;

(8) feeding starch into “buck” machines;

(9) filling machines or taking off from machines;

(10) folding or enveloping mail;

(11) gardening work, i.e. planting under supervision, digging, raking, mowing or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;

(12) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;

(13) loading or unloading;

(14) making or maintaining fires or removing refuse or ashes;

(15) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;

(16) oiling or greasing machinery or vehicles, other than motor vehicles;

(17) opening or closing boxes, bags, sacks, or other containers;

(18) operating a hoist or goods lift;

(19) placing packed articles of uniform size and number into containers specially made to contain them;

(20) removing, emptying, cleaning or replacing sanitary pails;

(21) removing broken sweets, sweet fragments or cut-offs;

(22) removing foreign matter from nuts or cocoa beans by hand other than by washing;

(23) stirring ingredients in steam or other pans, excluding the reading of thermometers or regulating steam pressure;

(24) tending, harnessing or unharnessing animals;

(25) turning the handle of a hand operated machine or pressing the pedal of a foot operated machine;

(26) using rubber or other stamps, when no selection or discretion is involved;

(27) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;

(28) weighing to a set scale or repetition measuring to or with a fixed measure;

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

(30) cutting sweets by hand;

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

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

(33) hardening by hand;

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

(35) putting sweets or materials onto conveyor belts, other than chocolate enrober, or taking off sweets or materials from such belts;

(36) stysel van lekkergoed verwyder met lugblaser, handsif of borsel of stysel met die hand sif;

(37) lekkergoed uit bakke waarin dit gevorm is, uithaal;

(38) met die hand skuur;

„groepleier” ’n werknemer wat onder toesig van ’n voorman of assistent-voorman toesig het en toesig hou oor die werk van ’n groep werknemers, graad I of graad II;

„aansporingsloonwerk” enige stelsel van werk waarvolgens ’n werknemer se besoldiging afhang van die hoeveelheid of opbrengs van werk wat hy verrig;

„instandhouer” ’n werknemer, uitgesonderd ’n ambagsman, wat persele, masjinerie, installasies, meubels of ander uitrusting in orde hou en wat houtbakke kan maak en enige werk verrig wat in verband staan met die installering van masjinerie;

„motorvoertuig” ’n uitgesonderd soos beskryf in die woordomskriving van „werknemer, graad III”, enige voertuig wat meganies aangedryf word en gebruik word vir die vervoer of aflewering van goedere; dit sluit ook ’n voorhaker in;

„nagskof” enige tydperk van werk wat vir die grootste gedeelte tussen die ure 6 nm. en 7 vm. verrig word;

„’n masjien bedien” ook die versorging, stopsit of aansit van die masjien en dit kan die voer, volmaak, daarvan afneem of daaruit neem, omvat;

„deelydse motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig hoogstens twee uur altesaam op enige dag bestuur;

„besoldiging” dieselfde as in die Wet;

„gestelde skaal” ’n skaal wat deur ’n werknemer, uitgesonderd ’n „werknemer, graad III”, gestel is vir die herhaaldelike weeg van goedere siegs volgens een gewig, maar omvat nie ’n veerskaal nie;

„korttyd” ’n tydelike vermindering van die getal gewone werke as gevolg van ’n algemene onklaarraking van installasie of masjinerie of ’n onklaarraking of dreigende instorting van geboue as gevolg van ’n ongeluk of ander onvoorsiene noodgeval of slapte in die bedryf of tekort aan grondstowwe;

„pakhuisman” ’n werknemer wat algemene beheer oor voorrade of afgewerkte produkte het en wat verantwoordelik is vir die ontvang, bêre, verpakking of uitpak van goedere in ’n stoor of pakhuis of die aflewering van goedere vanuit ’n stoor of pakhuis aan die verbruiksafdelings in ’n bedryfsinrigting of vir versending;

„lekkergoedmaker” ’n werknemer wat aan die bestuur of ’n voorman verantwoordelik is vir die toesig oor die werksaamhede en die mate waarin die werksaamhede toegepas word, betrokke by—

(a) die maak van ’n lekkergoedmassa in ’n kooktoestel;

(b) die behandeling van ’n lekkergoedmassa met inbegrip van kleur en geur, die byvoeging van speserye, neute, vrugte of ander bestanddele totdat die lekkergoedmassa finaal gereed is om toegedraai, ingegooi, gesny of gefatsoeneer of andersins vervaardig te word;

(c) kakaoboontjies of neute brand, wan of kook, of sjokolade (uitgesonderd die smelt van klaargemaakte bedekking) verwerk totdat dit gereed is om gebruik te word om ingedoopte bedek of gevorm, ingegooi, toegedraai of andersins gefabriseer te word;

(d) panwerk;

(e) gekondenseerde melk maak; of

(f) konfyt maak;

en wat enigeen van die pligte kan verrig wat in enigeen van of al die paragrawe (a) tot en met (f) hiervan genoem word;

„lekkergoedmaker, gekwalifiseer,” ’n lekkergoedmaker met minstens vyf jaar ondervinding;

„lekkergoedmaker, ongekwalifiseer,” ’n lekkergoedmaker met minder as vyf jaar ondervinding;

„lekkergoednywerheid” sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en omvat—

(a) die vervaardiging van enige kommoditeit of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en

(b) alle bedrywighede en werksaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeite of bestanddele wat deur enigeen van die werkgewers van sulke werknemers beoefen word;

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

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

(38) sanding by hand;

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

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

“maintenance man” means an employee, other than an artisan, engaged in keeping in repair premises, machinery, plant, furniture or other equipment, and who may make wooden trays and perform any work connected with the installation of machinery;

“motor vehicle”, except in the definition “Grade III employee”, means any mechanically propelled vehicle used for the conveyance or delivery of goods and included a mechanical horse;

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

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

“part-time motor vehicle driver” means an employee who is engaged as a driver of a motor vehicle for not more than two hours in the aggregate on any day;

“remuneration” shall have the same meaning as in the Act;

“set scale” means a scale which has been set by an employee, other than a Grade III employee, for the repetition weighing of goods to only one weight but does not include a spring scale;

“short-time” means a temporary reduction in the number of ordinary hours of work owing to a general breakdown or plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency or owing to slackness of trade or shortage of raw materials;

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

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

(a) the making of a sweet mass in any cooking vessel;

(b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;

(c) the roasting winnowing or boiling of cocoa beans or nuts or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or formed, poured, wrapped or otherwise fabricated;

(d) panning;

(e) the making of condensed milk; or

(f) the making of jam;

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

“sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;

“sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;

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

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

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

(c) „produksieafdeling van die lekkergoednywerheid” dié afdeling van die lekkergoednywerheid waarin grondstowwe verwerk en werksaamhede met die hand of 'n masjien verrig word vir die maak van lekkergoed, en hierby is inbegrepe enigeen van of al die volgende werksaamhede wat in of in verband met dié afdeling plaasvind:—

- (1) Goedere vir voorraad verpak;
 - (2) artikels in houters verpak of plaas;
 - (3) pakkies of sakke toemaak;
 - (4) lekkergoed sorteer;
 - (5) papier- of kartonsnymasjien of kerfmasjien bedien;
 - (6) weeg of meet;
 - (7) lekkergoed, kissies of pakkette toedraai;
 - (8) houtkissies of ander houters maak of aanmeekaarsit;
 - (9) artikels dra, opstig, stapel of verskuif;
 - (10) kissies, sakke of ander houters merk, brandmerk, sjabloneer of etiketteer;
 - (11) kissies, sakke of ander houters oop- of toemaak;
 - (12) hystoestel of goederehyser bedien;
 - (13) persele of diere of masjinerie, bakke, panne, blikke, kissies, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of andersins skoonmaak;
 - (14) papier, sellulosefilm- of soortgelyke materiaal sny;
 - (15) bestellings bymekaar maak;
 - (16) laai of aflaai;
 - (17) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
 - (18) vure in die stoomketel of stoomketels maak en die waterpeil en stoomdruk daarvan in stand hou;
 - (19) geboue, masjinerie, installasies, meubels of ander uitrustings installeer, verwyder of onderhou;
 - (20) goedere in 'n stoor of pakhuis ontvang en/of bêre of goedere uit 'n stoor of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting aflewer of goedere versend, en sluit in alle klerklike pligte wat daarby hoort;
 - (21) werknemers se klere en/of artikels in 'n kleedkamer ontvang, bêre en uitreik;
 - (22) goedere met 'n motorvoertuig of ander motorgedrewe voertuig aflewer;
 - (23) persele of ander eiendom bewaak;
- „sleepwa” 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

„onbelaste gewig” dié gewig van motorvoertuig of sleepwa soos uitgedruk in 'n lisensie of sertifikaat wat ten opsigte van 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„loon” dié gedeelte van die besoldiging wat ingevolge klousule 4 in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke;

„wag” 'n werknemer wat persele of ander eiendom bewaak;

(2) Vir die toepassing van die Ooreenkoms word dit beskou dat 'n werknemer tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elk van ondergenoemde klasse werknemers moet betaal, is soos hieronder uiteengesit:—

(a) Ander werknemers as los werknemers:—

	Loon per week.
	R c
Ambagsman	22 80
Assistent-versendingsklerk	13 40
Assistent-voorman, vrou	16 20
Assistent-voorman, man	21 80
Assistent-pakhuisman	13 40
Kleedkamerbediende	7 98
Versendingsklerk, vrou	16 20
Versendingsklerk, man	20 80
Klerklike werknemer in 'n fabriek	11 00
Voorman, vrou	22 00
Voorman, man	30 00
Werknemer, graad I, gekwalifiseer	11 00
Werknemer, graad I, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	8 00
Gedurende tweede drie maande ondervinding	8 50
Gedurende derde drie maande ondervinding	9 00
Gedurende vierde drie maande ondervinding	9 50
Gedurende vyfde drie maande ondervinding	10 00
Gedurende sesde drie maande ondervinding	10 50

(c) “Production Section of the Sweetmaking Industry” means that section of the Sweetmaking Industry in which raw materials are processed and operations are performed by hand or machine for the purpose of making sweets, and shall include any or all of the following operations performed in or in connection with such section:—

- (1) Packing goods for stock;
 - (2) packing or placing articles into containers;
 - (3) sealing packets or bags;
 - (4) sorting sweets;
 - (5) operating paper or board guillotine or scoring machine;
 - (6) weighing or measuring;
 - (7) wrapping sweets, boxes or parcels;
 - (8) making or assembling wooden boxes or other containers;
 - (9) carrying, lifting, stacking or moving articles;
 - (10) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;
 - (11) opening or closing boxes, bags, sacks or other containers;
 - (12) operating a hoist or goods lift;
 - (13) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
 - (14) cutting paper, cellulose film or similar material;
 - (15) assembling orders;
 - (16) loading or unloading;
 - (17) oiling or greasing machinery or vehicles other than motor vehicles;
 - (18) firing of the boiler or boilers and maintaining the water level and steam pressure thereof;
 - (19) installing, removing and keeping in repair buildings, machinery, plant, furniture or other equipment;
 - (20) receiving and/or storing of goods in a store or warehouse or delivering of goods from a store or warehouse to the consuming departments in an establishment or despatching of goods and shall include any clerical duties incidental thereto;
 - (21) receiving, storing and issuing of employees' clothing and/or articles in a changeroom;
 - (22) delivering of goods by means of a motor vehicle or other motor-propelled vehicle;
 - (23) guarding of premises or other property;
- “trailer” means any conveyance drawn by a motor vehicle;
- “unladen weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;
- “wage” means that portion of the remuneration payable in terms of clause 4 in money to an employee in respect of his ordinary hours of work;
- “watchman” means an employee engaged in guarding premises or other property.
- (2) For the purposes of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

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

(a) Employees other than casual employees:—

	Wage per Week.
	R c
Artisan	22 80
Assistant despatch clerk	13 40
Assistant foreman, female	16 20
Assistant foreman, male	21 80
Assistant storeman	13 40
Cloakroom attendant	7 98
Despatch clerk, female	16 20
Despatch clerk, male	20 80
Factory Clerical Employee	11 00
Foreman, female	22 00
Foreman, male	30 00
Grade I employee, qualified	11 00
Grade I employee, unqualified:—	
During first three months of experience	8 00
During second three months of experience	8 50
During third three months of experience	9 00
During fourth three months of experience	9 50
During fifth three months of experience	10 00
During sixth three months of experience	10 50

	Loon per week. R c
Werknemer, graad II, gekwalifiseer	9 30
Werknemer, graad II, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	7 50
Gedurende tweede drie maande ondervinding	7 85
Gedurende derde drie maande ondervinding	8 20
Gedurende vierde drie maande ondervinding	8 55
Werknemer, graad III, vrou	7 30
Werknemer, graad III, man	8 50
Groepelier	12 50
Instandhouer	17 15
Pakhuisman, vrou	16 20
Pakhuisman, man	23 07
Lekkergoedmaker, gekwalifiseer	24 25
Lekkergoedmaker, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding	7 50
Gedurende tweede ses maande ondervinding	8 50
Gedurende derde ses maande ondervinding	9 50
Gedurende vierde ses maande ondervinding	11 00
Gedurende vyfde ses maande ondervinding	12 90
Gedurende sesde ses maande ondervinding	14 55
Gedurende sewende ses maande ondervinding	16 20
Gedurende agste ses maande ondervinding	18 35
Gedurende negende ses maande ondervinding	20 30
Gedurende tiende ses maande ondervinding	22 00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens getrek deur dié voertuig—	
(i) hoogstens 6,000 lb is	12 90
(ii) meer as 6,000 lb is	15 70
Deeltydse bestuurder van 'n voertuig	6 58
Ketelbediener	9 00
Bestuurders van 'n voertuig wat deur diere getrek word	7 18
Wag	9 50

(b) *Los werknemer*.—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens die weekloon betaal word, of in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer, voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te verrig, deur vyf of ses gedeeltes gelang hy in 'n bedryfs-inrigting werksaam is met 'n werkweek van onderskeidelik vyf of ses dae, plus tien persent: Met dien verstande dat—

(i) die loon van 'n werknemer, graad III wat vir enige tydperk in 'n week verplig of toegelaat word om sanitêre emmers te verwyder, leeg te maak, skoon te maak of te vervang, ten opsigte van dié week minstens die loon moet wees wat voorgeskryf is vir 'n manlike werknemer, graad III, plus vyf-entwintig sent;

(ii) die minimum loon van 'n werknemer, graad III wat vir enige tydperk in 'n week verplig of toegelaat word om briewe, boodskappe of goedere deur middel van 'n motorfiets, motor-driewiel of 'n motorfiets met syspan of 'n fiets met 'n hulp-motor af te lewer, ten opsigte van dié week met minstens vyf-en-sewentig sent verhoog moet word; en

(iii) die minimum loon van 'n werknemer, graad III wat vir enige tydperk in 'n week verplig of toegelaat word om een of meer van die pligte of werksaamhede na te kom wat in punte (29) tot en met (38) van die woordomskrifwing „werknemer, graad III” genoem word, ten opsigte van dié week met minstens vyftig sent verhoog moet word.

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

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

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

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

in subklousule (1) voorgeskryf word, moet aan so 'n werknemer vir dié dag soos volg betaal:—

(i) in die geval in paragraaf (a) genoem, minstens die dag-loon bereken teen die hoër weekskaal; en

	Wage per Week. R c
Grade II employee, qualified	9 30
Grade II employee, unqualified:—	
During first three months of experience	7 50
During second three months of experience	7 85
During third three months of experience	8 20
During fourth three months of experience	8 55
Grade III employee, female	7 30
Grade III employee, male	8 50
Group leader	12 50
Maintenance man	17 15
Storeman, female	16 20
Storeman, male	23 07
Sweetmaker, qualified	24 25
Sweetmaker, unqualified:—	
During first six months of experience	7 50
During second six months of experience	8 50
During third six months of experience	9 50
During fourth six months of experience	11 00
During fifth six months of experience	12 90
During sixth six months of experience	14 55
During seventh six months of experience	16 20
During eighth six months of experience	18 35
During ninth six months of experience	20 30
During tenth six months of experience	22 00
Driver of motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 6,000 lb	12 90
(ii) exceeds 6,000 lb	15 70
Part-time vehicle driver	6 58
Boiler attendant	9 00
Driver of an animal-drawn vehicle	7 18
Watchman	9 50

(b) *Casual Employee*.—A casual employee shall be paid for each day or part of a day of employment, not less than the weekly wage, or in the case of a rising scale, the weekly wage of a qualified employee, prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by five or six, depending on whether he is employed in an establishment which observes a five-day week or a six-day week, respectively, plus ten per cent: Provided—

(i) that the wage of a Grade III employee who for any period in any week is required or permitted to remove, empty, clean or replace sanitary pails shall in respect of that week be not less than the wage prescribed for a male Grade III employee, plus the sum of twenty-five cents;

(ii) that the minimum wage of a Grade III employee who for any period in any week is required or permitted to deliver letters, messages or goods by means of a motor cycle, motor tricycle or a motor cycle-sidecar combination or a bicycle with an auxiliary motor shall in respect of that week be increased by not less than the sum of seventy-five cents; and

(iii) that the minimum wage of a Grade III employee who for any period in any week is required or permitted to perform any one or more of the duties or operations mentioned in items (29) to (38) inclusive, of the definition “Grade III employee” shall in respect of that week be increased by not less than the sum of fifty cents.

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

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

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

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

is prescribed in subclause (1), shall pay to such employee in respect of that day—

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

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken teen die hoogste weekskaal wat van toepassing is op die gekwalifiseerde werknemers van die hoër klas van dieselfde geslag;

Met dien verstande dat indien die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag gebaseer is, die bepalinge van dié subklousule nie van toepassing is nie.

(4) *Dienstoeclae*.—Bykomend tot die loon voorgeskryf in subklousule (1) van hierdie klousule, is elke werknemer geregtig op en moet daar aan hom betaal word 'n dienstoeclae, onderworpe aan die volgende voorwaardes:—

(i) Na vyf jaar onafgebroke diens by dieselfde werkgever, 'n toelae van 25 sent per week.

(ii) Na tien jaar onafgebroke diens by dieselfde werkgever, 'n toelae van 50 sent per week.

(5) *Nagskofbesoldiging*.—'n Werknemer wat nagskofwerk verrig, moet vir elke sodanige skof minstens sy dagloon plus twintig persent betaal word; met dien verstande dat dié subklousule nie van toepassing is nie op 'n wag of 'n werknemer wat gedurende die nag aanwesig moet wees in verband met die koelinstallasie of die opwekking van hitte, stoom of elektrisiteit.

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

(i) vyf, in die geval van 'n werknemer met 'n werkweek van vyf dae;

(ii) ses, in die geval van 'n werknemer met 'n werkweek van ses dae;

(iii) sewe, in die geval van 'n werknemer met 'n werkweek van sewe dae.

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

(c) Die weekloon van 'n maandwerknemer word bereken deur sy maandloon deur vier en 'n derde te deel.

(7) Niks in die Ooreenkoms kan die loon verminder wat onmiddellik voordat die Ooreenkoms van krag geword het aan 'n werknemer betaal is of, waarop 'n werknemer op dié datum geregtig was terwyl, hy by dieselfde werkgever in diens bly nie.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer*.—Behoudens soos bepaal in klousule 7 (4) moet enige bedrag wat aan 'n werknemer uitgesonderd 'n los werknemer, verskuldig is weekliks in kontant, of, as die werkgever en werknemer aldus ooreengekom het maandeliks in kontant of per tjek betaal word gedurende die werkure op die gebruikelike betaaldag van die inrigting of by diensbeëindiging, as dit voor die gebruikelike betaaldag plaasvind en, moet in 'n koevert of houer wees, waarop geskryf staan die name, of dit moet vergesel gaan van 'n staat met die name van die werkgever en die werknemer, die werknemer se beroep die getal gewone ure, oortydure en nagskofure wat gewerk is besonderhede van aftrekkings gedoen, die verskuldige besoldiging en die tydperk waarvoor betaling gedoen word.

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

(3) *Premies*.—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgever gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere*.—Geen werkgever kan van sy werknemer vereis om goedere van hom of van 'n persoon of winkel wat hy aanwys te koop nie.

(5) *Etes en huisvesting*.—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie vereis dat sy werknemer by hom of by enige ander persoon of plek wat hy aanwys, eet of inwoon of eet en inwoon nie.

(6) *Boetes en aftrekkings*.—'n Werkgever kan sy werknemer geen boetes ople, nog aftrekkings van sy werknemer se besoldiging doen nie, uitgesonderd die volgende:—

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, spaar-, voorsorgs-, of pensioenfondse;

(b) uitgesonderd waar dit anders in die Ooreenkoms bepaal is, kan van 'n werknemer se loon, wanneer hy van sy werk afwesig is, behalwe wanneer dit op las of versoek van sy werknemer geskied, 'n aftrekking gedoen word in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loon wat so 'n werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;

(c) enige bedrag wat 'n werkgever wettiglik of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the highest weekly rate applicable to qualified employees of higher class of the same sex;

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

(4) *Service Allowance*.—In addition to the wage prescribed in subclause (1) of this clause, every employee shall be entitled to and paid a service allowance subject to the following conditions:—

(i) After five years continuous service with the same employer, an allowance of 25 cents per week.

(ii) After ten years continuous service with the same employer, an allowance of 50 cents per week.

(5) *Night Shift Remuneration*.—An employee employed on night shift shall be paid for each such shift not less than his daily wage plus twenty per cent; provided that this subclause shall not apply to a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of heat, steam or electricity.

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

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of an employee who works a six-day week;

(iii) seven, in the case of an employee who works a seven-day week.

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

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

(7) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled, at the date of the commencement of this Agreement, whilst such employee is employed by the same employer.

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

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

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

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

(d) wanneer 'n werknemer toestem of van hom ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, vereis word om etes of huisvesting van sy werkgever aan te neem, kan 'n aftrekking gemaak word wat nie die bedrae, hieronder aangegee, te bowe gaan nie:—

	Per week.	Per maand.
	c	R
Etes.....	40	1.73
Huisvesting.....	20	0.86
Etes en inwoning.....	60	2.60

(e) wanneer die gewone werkure, in klousule 6 voorgeskryf, verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van dié vermindering van die werknemer se weekloon gedeel deur vyf-en-veertig: Met dien verstande dat sodanige aftrekking nie 'n kwart van die werknemer se weekloon te bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word, en voorts met dien verstande dat geen aftrekking gedoen word nie—

(i) in die geval van korttyd wat ontstaan deur 'n slapte in die bedryf of tekort aan grondstowwe, tensy die werkgever sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme of die gewone werkure te verminder;

(ii) in die geval van korttyd weens 'n algemene onklaar-raking van installasie of masjinerie of instorting of dreigende instorting van geboue weens 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(f) 'n aftrekking vir enige geld wat 'n werkgever aan sy werknemer geleen het: Met dien verstande dat sodanige aftrekking nie een derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie.

(g) behoudens die bepalinge van subklousule (4), met die skriftelike verlov van sy werknemer, 'n aftrekking van enige bedrag aan sy werkgever verskuldig vir goedere van hom gekoop deur sy werknemer: Met dien verstande dat so 'n aftrekking nie een derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie;

(h) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Geloftedag, Hemelvaartsdag en Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van 'n bedrag gelyk aan sy dagloon;

(i) bydraes ingevolge klousule 17 van die Ooreenkoms;

(j) aftrekkings ingevolge klousule 20 van die Ooreenkoms.

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

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

(a) In die geval van 'n bedryfsinrigting met 'n werkweek van ses dae—

(i) vyf-en-veertig per week; en
(ii) behoudens subparagraaf (i) hiervan, agt uur per dag, tensy die ure op een dag hoogstens vyf is, en in dié geval mag die ure op enigen van die ander dae hoogstens agt en 'n half wees;

(b) in die geval van 'n bedryfsinrigting met 'n werkweek van vyf dae—

(i) vyf-en-veertig in 'n week van Maandag tot en met Vrydag; en
(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart uur per dag;

(2) Die gewone werkure van 'n los werknemer mag hoogstens nege uur per dag wees in 'n bedryfsinrigting wat vyf dae per week werk of agt per dag in 'n bedryfsinrigting wat ses dae per week werk.

(3) *Etenspouses.*—'n Werkgever kan nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk nie sonder een etenspouse van minstens een uur waarin nie van die werknemer vereis of hy toegelaat mag word om te werk nie, en dié pouse moet nie as deel van die gewone werkure of oortyd-ure gereken word nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, as aaneenlopend gereken moet word;

(ii) indien sodanige pouse langer as een uur duur, enige tydperk bo een en 'n kwart uur as tyd gewerk gereken moet word;

(iii) dit vir die toepassing van hierdie subklousule beskou moet word dat 'n motorvoertuigbestuurder wat gedurende sodanige pouse geen ander werk verrig as om verantwoordelik vir die voertuig en sy vrag (as daar 'n vrag is) te wees of te bly nie, nie gedurende so 'n pouse gewerk het nie.

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

	Per Week.	Per Month.
	c	R
Board.....	40	1.73
Lodging.....	20	0.86
Board and lodging.....	60	2.60;

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

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

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

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

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

(h) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, the Day of the Covenant, Ascension Day and Christmas Day on which an employee is permitted not to work, of an amount equal to his daily wage;

(i) contributions in terms of clause 17 of this Agreement;

(j) deductions in terms of clause 20 of this Agreement.

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

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

(a) in the case of an establishment which observes a six-day week—

(i) forty-five in any week, and
(ii) subject to subparagraph (1) hereof, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours;

(b) in the case of an establishment which observes a five-day week—

(i) forty-five in any week from Monday to Friday, inclusive, and
(ii) subject to subparagraph (i) hereof, nine and a quarter hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day in an establishment which observes a five-day week or eight on any day in an establishment which observes a six-day week.

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

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

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

(iii) a driver of a motor vehicle, who during such an interval does not work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this subclause not to have worked during such interval.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan so naby aan die middel van elke oggend- en namiddagwerktydperk as wat moontlik is, waarin nie van die werknemer vereis of hy toegelaat kan word om enige werk te verrig nie, en die ruspouse moet as deel van die gewone werkure gereken word.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (3) en (4) moet alle werkure op alle dae aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer werk bo die maksimum getal ure, voorgeskryf in subklousules (1) en (2), moet as oortyd gereken word.

(7) *Beperking van oortyd.*—'n Werkgewer moet nie van sy werknemers vereis of hulle toelaat om langer as die volgende tydperke oortyd te werk nie:—

(a) Twee uur op 'n dag: Met dien verstande dat in die geval van 'n werknemer met 'n werkweek van vyf dae, vier uur oortyd op 'n Saterdag gewerk kan word;

(b) ses uur in 'n week.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in subklousules (1) tot en met (7) mag 'n werkgewer 'n vroulike werknemer nie verplig of toelaat om—

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

(b) op meer as vyf dae per week na 1 nm. te werk nie;

(c) meer as twee uur oortyd per dag werk nie, uitgesonderd dat 'n werknemer wat 'n week van vyf dae werk, op Saterdag vier uur oortyd mag werk;

(d) op meer as drie opeenvolgende dae oortyd te werk nie;

(e) op meer as sestig dae per jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur oortyd per dag te werk nie, tensy hy die werknemer—

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

(ii) van 'n toereikende ete voorsien het voordat sy met oortyd moet begin; of

(iii) minstens vyf-en-twintig sent betaal het met genoeg tyd om haar in staat te stel om 'n maaltyd te nuttig voordat sy met oortyd begin.

(9) *Betaling vir oortyd.*—(a) 'n Werkgewer moet sy werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, minstens een en 'n derde maal sy weekloon, gedeel deur vyf-en-veertig, ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk, betaal: Met dien verstande dat as oortyd, bereken op 'n daaglikse basis, verskil van oortyd op 'n weeklikse basis, die basis wat die meeste oortyd gedurende dié week gee, aanvaar moet word.

(b) 'n Werkgewer moet aan sy los werknemer wat oortyd werk, ten opsigte van elke uur of gedeelte van 'n uur oortyd wat hy op 'n dag gewerk het, minstens een en 'n derde maal sy dagloon betaal, gedeel deur nege of agt, na gelang hy in 'n bedryfsinrigting werksaam is wat 'n werkweek van vyf of ses dae het.

(10) *Voorbehoudsbepaling.*—(a) Die bepalings van hierdie klousule is nie op senior bestuurs-, professionele, tegniese en administratiewe personeel en op voormanne wat gereeld 'n besoldiging van minstens R2,400 per jaar ontvang, van toepassing nie. By die toepassing van hierdie paragraaf sluit „besoldiging” nie enige verblyf- en/of vervoertoelae wat ontvang is, in nie.

(b) Die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(c) Die bepalings van hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n rusdag van vier-en-twintig agtereenvolgende uur ten opsigte van elke week diens toestaan nie: Met dien verstande—

(i) dat die werkgewer geen aftrekking van sy wag se loon ten opsigte daarvan maak nie;

(ii) dat die werkgewer, in plaas daarvan om sy wag so 'n rusdag toe te staan, die wag die loon betaal wat hy sou ontvang het indien hy nie op so 'n dag gewerk het nie, plus 'n bedrag wat minstens gelyk is aan sy dagloon ten opsigte van so 'n dag wat nie toegestaan is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom—

(a) in die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae verlof toestaan;

(b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae verlof toestaan;

en aan so 'n werknemer die volgende betaal:—

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

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

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

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

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—

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

(b) six hours in any week.

(8) *Female Employees.*—Notwithstanding anything to the contrary in subclauses (1) to (7), inclusive, an employer shall not require or permit a female employee to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days in any week;

(c) overtime for more than two hours on any day; other than that an employee who works a five-day week may work four hours' overtime on a Saturday;

(d) overtime on more than three consecutive days;

(e) overtime on more than sixty days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

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

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

(iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and partake of a meal before the overtime is due to commence.

(9) *Payment for Overtime.*—(a) An employer shall pay to his employee, other than a casual employee, who works overtime not less than one and a third times his weekly wage divided by forty-five in respect of each hour or part of an hour overtime worked; provided that where in any week overtime calculated on a daily basis differs from overtime on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(b) An employer shall pay to his casual employee who works overtime not less than one and a third times his daily wage divided by nine or eight, depending on whether he is employed in an establishment which observes a five or six-day week, in respect of each hour or part of an hour overtime worked on any day.

(10) *Savings.*—(a) The provisions of this clause shall not apply to senior managerial professional, technical and administrative personnel and foremen who are in receipt of regular remuneration of not less than R2,400 per annum. For the purpose of this paragraph „remuneration” shall not include any subsistence and/or transport allowances received.

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

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of twenty-four consecutive hours in respect of every week of employment Provided—

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

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

7. ANNUAL LEAVE.

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

(a) in the case of a watchman, twenty-one consecutive calendar days' leave;

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

and shall pay to such employee—

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

(ii) in die geval van 'n werknemer in (b) genoem, minstens twee maal die weekloon waarop hy vanaf die eerste dag van die aanvang van die verlof geregtig is:

Met dien verstande dat die weekloon van 'n werknemer wat ingevolge klousule 10 (1) in diens is op aansporingsloonwerk, bereken moet word op die grondslag wat in artikel *twintig* (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, uiteengesit is.

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

(i) as dié verlof nie eerder toegestaan is nie, dit toegestaan moet word binne vier maande na die voltooiing van die jaar waarop dit betrekking het; met dien verstande dat as 'n werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ingestem het, sy werkgever die verlof aan hom kan toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die Verloftydperk nie moet saamval met siekteverlof wat ingevolge klousule 8 toegestaan word nie, ook nie met enige tydperk van militêre opleiding wat die werknemer verplig is om ingevolge die Verdedigingswet, 1957, mee te maak nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag binne die verloftydperk val, nog 'n dag vir elkeen van dié dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet 'n bedrag gelyk aan sy volle dagloon ontvang ten opsigte van elke dag wat so bygevoeg is;

(iv) 'n werkgever enige dag geleentheidsverlof wat gedurende die twaalf maande diens waarop die tydperk van jaarlikse verlof betrekking het en wat op sy werknemer se skriftelike versoek met volle besoldiging aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek.

(3) Op versoek van 'n arbeider kan 'n werkgever, in plaas van hom verlof, wat vir so 'n arbeider in subklousule (1) voorgeskryf word, toe te staan, hom 'n bedrag betaal wat minstens net soveel is as die bedrag wat die werkgever hom sou moes betaal het ten opsigte van sodanige verlof indien die verlof toegestaan was: Met dien verstande dat sodanige betaling in die plek van verlof nie meer dikwels as een maal in elke twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat mag word nie.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet op of voor die laaste werkdag voor die datum waarop die verlof begin, betaal word: Met dien verstande dat die werkgever en die werknemer in die geval van maandeliks betaalde werknemers kan ooreenkom dat betaling vir enige gedeelte van die verlof wat binne die maand val wat volg op dié een waarin verlof 'n aanvang neem, tot die gewone betaaldag in sodanige daaropvolgende maande oorgehou word.

(5) 'n Werknemer wie se dienskontrak gedurende 'n tydperk van 12 maande diens by dieselfde werkgever eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van dié tydperk opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooië maande van dié dienstryd minstens onderstaande betaal word:—

(a) In die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een kwart van die weekloon;

(b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1), een sesde van die weekloon; wat hy onmiddellik voor die datum van die beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking ten opsigte van 'n verloftyd wat ingevolge die vierde voorbehoedsbepaling van subklousule (2) aan 'n werkgever toegestaan is, kan doen, en voorts met dien verstande dat 'n werknemer wat sy diens verlaat sonder die toestemming van sy werkgever of sonder dat hy diens opgesê het soos voorgeskryf in klousule 13 en 'n diensopseggingstermyn uitgedien het of sonder regsgeldige rede of deur sy werkgever sonder kennisgewing ontslaan word om 'n regsgeldige rede vir dié ontslag sonder kennisgewing, nie op enige betaling kragtens dié subklousule geregtig is nie.

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

(ii) in the case of an employee mentioned in (b), not less than double the weekly wage to which he is entitled as from the first day of the commencement of the leave;

provided that the weekly wage of an employee who is engaged on incentive rates work in terms of clause 10 (1) shall be calculated on the basis set out in section *twenty* (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier it shall be granted within four months of the completion of the year to which it relates; provided that if an employee has agreed thereto in writing before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military training which the employee is required to undergo under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day falls within the period of such leave, another work day shall, for each such day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his full day's pay in respect of each such day added;

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

(3) At the request of a labourer an employer may, in lieu of granting leave prescribed for such labourer in subclause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer.

(4) *Leave Remuneration*.—The remuneration in respect of the annual leave prescribed in subclause (1) shall be paid not later than the last work day before the date of the commencement of the leave, provided that in the case of monthly paid employees the employer and the employee may agree to payment for any portion of leave falling within the month succeeding that during which leave is commenced being held over until the usual pay day in such succeeding month.

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

(a) in the case of an employee referred to in paragraph (a) of subclause (1), one-fourth of the weekly wage;

(b) in the case of an employee referred to in paragraph (b) of subclause (1), one-sixth of the weekly wage;

he was receiving immediately before the date of such termination; provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee, who leaves his employment without the consent of his employer or without having given and served the period of notice prescribed in clause 13 or without cause recognised by law as sufficient, or is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice, shall not be entitled to any payment by virtue of this subclause.

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

(7) Vir die toepassing van dié klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke omvat waarin ’n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
 - (b) met siekteverlof kragtens klousule 8 afwesig is;
 - (c) op las of op versoek van sy werkgever van sy werk afwesig is;
 - (d) verplig is om militêre opleiding ingevolge die Verdedigingswet, 1957, mee te maak;
- wat altesaam hoogstens tien weke per jaar beloop ten opsigte van punte (a), (b) en (c) plus hoogstens vier maande van enige militêre opleiding wat daardie jaar ondergaan is, en dit moet beskou word dat diens soos volg begin:—

- (i) In die geval van ’n werknemer wat, voordat die Ooreenkoms van krag geword het, op verlof kragtens enige wet geregig geword het, van die datum af waarop die werknemer laas kragtens dié wet op verlof geregig geword het;
- (ii) in die geval van ’n werknemer wat in diens was voor die datum waarop die Ooreenkoms van krag geword het en op wie enige wet van toepassing was wat vir jaarlikse verlof voorsiening maak, maar wat nie ingevolge die bepalings daarvan op verlof geregig geword het nie, van die datum af waarop dié diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop hy by sy werkgever in diens getree het, of die datum waarop die Ooreenkoms in werking getree het, naamlik die jongste.

(8) (a) Ondanks andersluidende bepalings in dié klousule kan ’n werkgever sy bedryfsinrigting op enige tydperk vir jaarlikse verlof sluit, dog hoogstens een keer in ’n tydperk van 12 maande, vir 14 agtereenvolgende kalenderdae plus enige bykomende dae wat kragtens die derde voorbehoudsbepaling van subklousule (2) bygevoeg moet word.

(b) ’n Werknemer wat op die sluitingsdatum van ’n bedryfsinrigting ingevolge paragraaf (a) nie op die volle tydperk van jaarlikse verlof, voorgeskryf in subklousule (1), geregig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, besoldig word op die basis in subklousule (5) uiteengesit: Met dien verstande dat ’n werkgever aan so ’n werknemer ’n bedrag kan voorskiet gelyk aan die verskil tussen die bedrag verskuldig en dié aan hom betaal ten opsigte van opgehoopde verlof en dié bedrag wat aan hom verskuldig sou gewees het ten opsigte van verlof as hy 12 maande diens sou voltooi het ten tyde van die sluiting, en enige bedrag wat so voorgeskiet word, moet vir die toepassing van klousule 5 (6) (f) as geleende geld gereken word.

8. SIEKTEVERLOF.

(1) ’n Werkgever moet aan sy werknemer, uitgesonderd ’n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, ondergemelde toestaan:—

- (a) In die geval van ’n werknemer met ’n werkweek van vyf dae, minstens twintig werkdag; en
 - (b) in die geval van elke ander werknemer, minstens vier-en-twintig werkdag;
- siekteverlof altesaam gedurende elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom en moet so ’n werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) ’n werknemer in die eerste vier-en-twintig agtereenvolgende maande diens nie op siekteverlof met volle betaling teen ’n skaal van meer as een werkdag ten opsigte van elke voltooide maande diens geregig is nie, behoudens ’n maksimum van tien werkdag gedurende die eerste tydperk van twaalf maande diens en ’n verdere tien werkdag gedurende die tweede tydperk van twaalf maande diens, ten opsigte van ’n werknemer genoem in subklousule (1) (a);

(ii) ’n werkgever as ’n opskortende voorwaarde vir die betaling deur hom van ’n bedrag deur ’n werknemer geëis ingevolge die bepalings van hierdie klousule ten opsigte van afwesigheid van werk—

- (a) vir ’n tydperk van meer as drie agtereenvolgende kalenderdae; of
- (b) op die werkdag wat ’n Saterdag of ’n openbare vakansiedag bedoel by klousule (9) van hierdie Ooreenkoms onmiddellik voorafgaan, of die werkdag wat onmiddellik op ’n Sondag of so ’n openbare vakansiedag volg; of
- (c) op enige ander openbare vakansiedag voorgeskryf ingevolge die bepalings van die Wet op Openbare Feesdae of op die werkdag wat sodanige openbare vakansiedag onmiddellik voorafgaan of onmiddellik daarop volg;

van die werknemer kan vereis om ’n sertifikaat voor te lê wat deur ’n geregistreerde mediese praktisyn onderteken is en waarop die aard en duur van die werknemer se ongeskiktheid aangetoon word; met dien verstande dat waar ’n werknemer

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

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

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus up to four months of any period of military training undergone in that year and employment shall be deemed to commence—

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

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

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

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

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

8. SICK LEAVE.

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than twenty work days;
- (b) in the case of every other employee, not less than twenty-four work days;

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof, not less than the wage he would have received had he worked during such period, provided—

(i) that in the first twenty-four consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment, subject, in respect of an employee referred to in subclause (1) (a), to a maximum of ten work days during the first period of twelve months of employment and a further ten work days during the second period of twelve months of employment;

(ii) that an employer may as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

- (a) for a period covering more than three consecutive calendar days, or
- (b) on the workday immediately preceding a Saturday or a public holiday referred to in clause (9) of this Agreement, or the work day immediately succeeding a Sunday or such public holiday, or
- (c) on any other public holiday prescribed in terms of the Public Holidays Act or on the work days immediately preceding or succeeding such public holidays,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity; provided that when an employee has during any period of up to 8 consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during

gedurende 'n tydperk van hoogstens 8 agtereenvolgende weke op twee of meer geleenthede sonder die voorlegging van so 'n sertifikaat besoldiging ingevolge die bepaling van hierdie klousule ontvang het, sy werkgever gedurende die tydperk van 8 agtereenvolgende weke wat onmiddellik volg op die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê;

(iii) dié klousule nie van toepassing is nie ten opsigte van 'n werknemer indien en solank sy werkgever bydraes doen aan 'n fonds of organisasie wat deur die werknemer aangewys is ooreenkomstig 'n skriftelike versoek van die werknemer waar die fonds of organisasie aan die werknemer, in geval van sy ongeskiktheid in die omstandighede soos in dié klousule uiteengesit, die betaling waarborg van minstens sy loon vir twintig of vier-en-twintig werkdade, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, behoudens, gedurende die eerste vier-en-twintig maande diens, die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepalings van dié subklousule;

(iv) indien 'n werkgever wettiglik verplig word om gelde vir hospitaal- of geneeskundige behandeling ten opsigte van 'n werknemer te betaal, en dit wel betaal, die bedrag wat aldus betaal word, van die verskuldigde betaling ten opsigte van ongeskiktheid ingevolge dié klousule afgetrek kan word;

(v) indien 'n werkgever ten opsigte van 'n tydperk van ongeskiktheid deur dié klousule gedek, wettiglik by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, en hy dit wel betaal, die bepaling van dié klousule nie van toepassing is nie;

(vi) die loon betaalbaar aan 'n werknemer wat in diens is op aansporingsloonwerk vir 'n tydperk van afwesigheid met siekteverlof ingevolge dié klousule, bereken moet word op 'n *pro rata*-grondslag met betrekking tot die besoldiging wat op sy laaste betaaldag onmiddellik voor die afwesigheid aan dié werknemer betaal is.

(2) As 'n werknemer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat ten tyde van die ongeskiktheid opgeloopt het, is hy geregtig op betaling slegs ten opsigte van siekteverlof wat aldus opgeloopt het; as dit egter sou geskied gedurende die eerste tydkring van vier-en-twintig maande diens, is hy by verstryking van die vier-en-twintig maande diens, of by diensbeëindiging voor sodanige verstryking, geregtig om deur sy werkgever ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid betaal te word in dié mate waarin siekteverlof wat by sodanige verstryking opgehoop het, of by beëindiging, nie geneem is nie.

(3) Vir die toepassing van dié klousule word dit beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke wat 'n werknemer—

(a) ingevolge klousule 7 met verlof afwesig is;

(b) op las of op versoek van sy werkgever van sy werk afwesig is;

(c) ingevolge subklousule (1) met siekteverlof afwesig is;

(d) verpligte militêre opleiding kragtens die Verdedigingswet, 1957; meemak;

wat altesaam in enige jaar hoogstens tien weke ten opsigte van punte (a), (b) en (c) beloop plus hoogstens vier maande van enige tydperk van militêre diens wat in daardie jaar aangegaan is, en enige dien tydperk van 'n werknemer by dieselfde werkgever onmiddellik voor die datum waarop die Ooreenkoms in werking tree, word vir die toepassing van dié klousule as diens ingevolge die Ooreenkoms beskou, dog dit word geag dat siekteverlof met volle betaling wat gedurende dié tyd aan die werknemer toegestaan is, ingevolge die Ooreenkoms toegestaan is.

„Ongeskiktheid” beteken onvermoë om te werk weens siekte of besering, uitgesonderd dié wat deur die werknemer se eie wan-gedrag veroorsaak is, met dien verstande dat onvermoë om te werk deur 'n ongeluk veroorsaak waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, ongeskiktheid geag word slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling kragtens dié Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Gelofte-dag, Hemelvaartsdag en Kersdag, en moet minstens sy volle dagloon ten opsigte van elke sodanige vakansiedag betaal word: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige vakansiedag te werk; met dien verstande verder dat as so 'n vakansiedag op 'n Saterdag val, die bepaling van dié subklousule nie van toepassing is ten opsigte van 'n werknemer met 'n werkweek van vyf dae nie, behalwe dat daar van die werknemer vereis kan word om op so 'n vakansiedag te werk.

the period of 8 consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence,

(iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, subject during the first twenty-four months of employment to the rate of accrual set out in the first proviso to this subclause;

(iv) that where an employer is legally required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause;

(v) that if in respect of any period of incapacity covered by this clause an employer is legally required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply;

(vi) that the wage payable to an employee who is employed on incentive rates work for any period of absence on sick leave in terms of this clause, shall be calculated on a *pro rata* basis related to the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of twenty-four months of employment he shall, at the expiry of the twenty-four months of employment or on termination of employment before such expiry, be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

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

(a) on leave in terms of clause 7;

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

(c) on sick leave in terms of subclause (1);

(d) undergoing any military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus up to four months of any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purposes of this clause be deemed to be employment under this Agreement, but any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement.

“Incapacity” means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct, provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a casual employee, shall be entitled to and shall be granted leave on New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day, and shall be paid not less than his full daily pay in respect of each such holiday; provided that an employee may be required to work on any such holiday; provided further that when such a holiday falls on a Saturday the provisions of this subclause shall not apply in respect of an employee who works a five-day week, except that such employee may be required to work on such holiday.

(2) *Betaling vir werk op 'n openbare vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag en Kersdag werk, moet sy werkgever hom minstens sy volle dagloon plus een vyf-en-veertigste van sy weekloon vir elke uur of gedeelte van 'n uur wat op dié dag gewerk is, betaal.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag en Kersdag werk, moet sy werkgever hom minstens sy volle dagloon betaal, plus een negende of een agtste, na gelang hy in 'n bedryfsinrigting werk-saam is met 'n werkweek van vyf of ses dae, van sy dagloon vir elke uur of gedeelte van 'n uur wat op dié dag gewerk is.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—

(i) die werknemer of die volgende betaal:—

(A) as hy hoogstens vier uur aldus werk, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat wat hy gewoonlik op 'n weekdag werk; of

(B) as hy 'n tydperk van meer as vier uur aldus werk, besoldiging teen minstens twee maal sy gewone loonskaal ten opsigte van die totale tydperk wat hy op dié Sondag gewerk het, of besoldiging van minstens twee maal die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste; of

(ii) die werknemer besoldig teen minstens een en een derde maal sy gewone loonskaal ten opsigte van die totale tydperk wat op dié Sondag gewerk is en hom binne sewe dae na dié Sondag minstens een dag verlof toestaan en hom ten opsigte daarvan teen minstens sy gewone loonskaal betaal asof hy op dié verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Dié klousule is nie op 'n wag van toepassing nie.

10. AANSPORINGSWERK.

Geen werkgever mag 'n werknemer op 'n stelsel van loonaansporing in diens neem nie uitgesonderd op ondergenoemde voorwaardes:—

(i) 'n Loonaansporingskema moet aan die werknemers die minimum voorgeskrewe loon waarborg;

(ii) die Sekretaris van die Raad moet binne sewe dae na die instelling van enige vorm van loonaansporing van die invoering daarvan in kennis gestel word;

(iii) 'n lys van die stukwerkskale en, in die geval van enige ander vorm van loonaansporing, 'n staat waarop duidelik aangedui word hoe bonusbetalings bereken sal word, moet onmiddellik vertoon word en opgeplak bly op 'n opvallende plek wat vir die werknemers maklik toeganklik is en dié lys en/of staat moet ter plaatse deur 'n agent van die Raad onderteken word;

(iv) die werknemers wat geraak word deur enige loonaansporingskema, uitgesonderd gewone stukwerk, het die reg om 'n werkekomitee van twee lede te kies (of soveel bykomende lede as waartoe die werkgever ingestem het) en ingeval 'n werkekomitee aangestel is, moet volledige besonderhede van die wyse waarop die skema werklik toegepas word, aan die komitee beskikbaar gestel word;

(v) volledige besonderhede van die loonaansporingskema met vermelding van die werksaamhede wat dit dek, werkwaardes en toelatings ten opsigte van die berekening van werkwaardes, moet deur die werkgever bygehou word en waar veranderinge aangebring word, moet aantekeninge van die vorige stelsel vir 'n tydperk van een jaar na dié verandering bewaar word;

(vi) geen besonderhede van die loonaansporingskema mag sonder die toestemming van die werkekomitee (as daar een is) so verander word dat die verdienste van die betrokke werknemers daardeur verminder word nie en ingeval 'n geskil ontstaan, moet die aangeleentheid na die Raad verwys word: Met dien verstande dat dit nie van toepassing is op veranderings wat gedurende 'n proeftydperk van drie maande na die inwerking-treding van die skema aangebring is nie.

Stukwerkskale mag nie sonder die toestemming van die Raad verminder word nie;

(vii) 'n loonaansporingstelsel mag nie vir 'n tydperk van langer as een maand na 'n proeftydperk van drie maande voortgesit word nie tensy 'n vergunningcertifikaat van die Nywerheidsraad verkry is.

11. GETALSVERHOUDING.

(1) 'n Werkgever mag nie 'n assistent-voorman, assistent-pakhuis- of assistent-versendingsklerk in diens neem nie tensy hy onderskeidelik 'n voorman, pakhuisman of versendingsklerk in diens het.

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

(2) *Payment for Work on a Public Holiday.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day, his employer shall pay to him in respect of each such day not less than his full daily pay plus one forty-fifth of his weekly wage for each hour or part of an hour worked on such day.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Day of the Covenant, Ascension Day and Christmas Day, his employer shall pay to him not less than his full daily pay plus one-ninth or one-eighth, depending on whether he is employed in an establishment which observes a five or six-day week, of his daily wage for each hour or part of an hour worked on such day.

(3) *Compensation for Work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either—

(i) pay to the employee—

(A) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(B) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(ii) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration 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 remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) This clause shall not apply to a watchman.

10. INCENTIVE WORK.

No employer shall employ any employee on any form of wage incentive except in accordance with the following conditions:—

(i) Any wage incentive scheme shall guarantee the employees the minimum prescribed wage;

(ii) the Secretary of the Council must within seven days of the introduction of any form of wage incentive be notified of the introduction thereof;

(iii) a schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an agent of the Council;

(iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed full details of the actual operation of the scheme shall be made available to the committee;

(v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are affected the records of the previous system must be retained for a period of one year after such change;

(vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the Council; provided that this shall not apply to any changes affected during a trial period of three months after the coming into operation of the scheme.

Piece-work rates shall not be reduced without the consent of the Council.

(vii) no wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

11. PROPORTION OR RATIO.

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

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

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

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

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

(5) Geen bepaling in hierdie klousule mag so uitgelê word dat dit die indiensneming van sowel 'n ongekwalifiseerde werknemer, graad I as 'n ongekwalifiseerde werknemer, graad II, vir dieselfde gekwalifiseerde werknemer, graad I, toelaat nie.

(6) Vir die toepassing van dié klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in dié klas gereken word;

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer gereken word.

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

12. LOGBOEK.

(1) Elke werkgewer moet aan elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder in sy diens 'n logboek so na moontlik aan die volgende vorm verskaf:—

DAAGLIKSE LOG.

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

Handtekening van bestuurder.....

Datum.....

(2) Elke bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) genoem word, moet genoemde daaglikse log ten opsigte van elke dag se werk so na moontlik aan die voorgeskrywe vorm in tweevoud invul, en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n ingevulde afskrif daarvan aan sy werkgewer oorhandig.

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

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens die bepalings van subklousule (5) moet 'n werkgewer of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, diens—

(a) in die geval van 'n werknemer wat weekliks betaal word, met een week opse;

(b) in die geval van 'n werknemer wat maandeliks betaal word, met twee weke opse;

of 'n werkgewer of werknemer kan die kontrak sonder opsegging beëindig deur die werknemer soos volg te betaal of aan die werkgewer die volgende bedrae te verbeur, na gelang van die geval:—

(i) In die geval van 'n week diensopsegging, minstens die weekloon wat die werknemer ontvang op die datum van dié beëindiging;

(ii) in die geval van twee weke diensopsegging, minstens twee maal die weekloon wat die werknemer op die datum van die beëindiging ontvang;

Met dien verstande dat dit nie onderstaande aantas nie:—

(i) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder opsegging om enige regsgeldige rede te beëindig,

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

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

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

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

(6) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class;

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

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

12. LOG-BOOK.

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

DAILY LOG.

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

Signature of Driver.....

Date.....

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Save as provided in subclause (5), an employer or employee other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of an employee paid weekly, one week's notice;

(b) in the case of an employee paid monthly, two weeks' notice;

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

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

(ii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the date of such termination;

provided that this shall not affect—

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer as wat in hierdie klousule voorgeskryf word, voorsiening maak;

(iii) die toepassing van 'n verbeuring of van strafbepalings wat wetlik ten opsigte van diensverlating deur 'n werknemer kan geld.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) van dié klousule gesluit is, moet die betaling in plaas van diensopsegging ooreenkom met die diensopseggingstermyn waartoe ooreengekom is.

(3) Die diensopsegging soos voorgeskryf in subklousule (1) moet soos volg geskied:—

(a) In die geval van 'n weeklikse werknemer, op of voor die gewone betaaldag van die inrigting vir dié werknemers, en dit neem 'n aanvang op die dag na sodanige betaaldag;

(b) in die geval van 'n maandelikse werknemer, op of voor die eerste of die vyftiende dag van 'n kalendermaand, en dit moet op sodanige dag 'n aanvang neem:

Met dien verstande—

(i) dat die diensopseggingstermyn nie mag saamval met of die diens nie opgesê mag word gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 7 toegestaan is of met enige tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, verplig word om mee te maak nie; en

(ii) dat diens nie opgesê mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat ingevolge klousule 8 toegestaan is nie.

(4) Die diensopsegging wat in dié klousule voorgeskryf is, moet, behalwe in die geval van 'n los werknemer, skriftelik geskied.

(5) Die bepalinge van dié klousule is nie van toepassing gedurende die eerste twee weke diens nie, wat beskou word as 'n proeftydperk en gedurende dié tyd is diensopsegging van 24 uur aan albei kante voldoende: Met dien verstande dat dit nie die reg van 'n werkgever of 'n werknemer, om die kontrak sonder opsegging om enige regsgeldige rede, te beëindig aantas nie.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag niemand onder die leeftyd van vyftien jaar in dien neem nie.

15. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak, uitgesonderd deur diensverlating van 'n werknemer, aan sy werknemer uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wesenlik in die vorm voorgeskryf in Aanhangel A van die Ooreenkoms, waarop die naam van die werkgever en die werknemer voluit, die beroep van die werknemer, die datum van aanvang en beëindiging van die kontrak en die loonskaal op die datum van beëindiging aangetoon word.

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

Die werkgever moet alle uniforms, oorpakke of beskermende klere wat hy sy werknemer verplig om te dra of wat hy by wet of regulasie verplig word om aan sy werknemer te verskaf, kosteloos verskaf en in 'n bruikbare en sindelike toestand hou, en dié uniforms, oorpakke of beskermende klere bly die eiendom van die werkgever.

17. RAADSFONDSE.

Die Raadsfondse berus by en is onder die beheer van die Raad en word soos volg verkry:—

Op die eerste betaaldag nadat die Ooreenkoms in werking tree en op elke daaropvolgende betaaldag word twee sent deur elke werkgever afgetrek van die loon van elk van sy werknemers vir wie minimum lone in die Ooreenkoms voorgeskryf is. Die totale bedrag wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet maandeliks voor of op die 7de dag van elke maand deur laasgenoemde aan die Sekretaris van die Raad gestuur word en vergesel wees van 'n staat waarop aangedui word:—

- Naam en adres van die werkgever;
- die tydperk waarop die bedrag betrekking het;
- die getal werknemers wat gedurende die betrokke tydperk in diens was;
- die totale bedrag wat vir die betrokke tydperk van die werknemers afgetrek is;
- die werkgever se bydrae ingevolge hiervan;
- totale bedrag.

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

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

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

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

(a) in the case of a weekly employee, on or before the usual pay-day of the establishment for such employees and shall commence to run from the day after such pay-day;

(b) in the case of a monthly employee, on or before, and shall commence to run from, the first or the fifteenth day of a calendar month;

provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training the employee is required to undergo under the Defence Act, 1957; and

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be in writing, except in the case of casual employees.

(5) The provisions of this clause shall not apply during the first two weeks of employment which shall be regarded as a trial period during which 24 hours' notice will be sufficient on either side; provided that this shall not affect the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient.

14. PROHIBITION OF EMPLOYMENT.

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

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in Annexure A to this Agreement, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

17. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, two cents shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement. The total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council, month by month and not later than the 7th day of each month together with a statement showing—

- name and address of the employer;
- the period in respect of which the amount relates;
- the number of employees employed during the period concerned;
- the total amount deducted from the employees for the period concerned;
- the employer's contribution in terms hereof;
- total amount.

18. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om by die uitvoering van hierdie Ooreenkoms behulpsaam te wees.

Dit is die plig van elke werkgever en elke werknemer om die agente toe te laat om dié ondersoek te doen en dié boeke en/of stukke na te gaan en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

19. LEWENSKOSTETOELAE.

Die lone wat in klousule 4 van hierdie Ooreenkoms voorgeskrif word, sluit die lewenskostetoelae in wat ingevolge Oorlogsmaatreël No. 43 van 1942 betaalbaar is; met dien verstande dat, indien die lewenskostetoelae wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of ingevolge enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel is, verhoog word, die besoldiging van werknemers dienoreenkomsstig verhoog word; en voorts met dien verstande dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreël of plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel is, as lewenskoste tel.

20. LEDEGELD VAN VAKVERENIGINGS.

'n Werkgever kan op die skriftelike versoek van sy werknemers weekliks alle bedrae aan ledegeld wat in sodanige versoek gespesifiseer is, van die werknemer se besoldiging aftrek vir die fondse van die vakvereniging, en moet die bedrag of bedrae afgetrek, voor of op die 7de dag van elke maand onmiddellik ná die een waarin sodanige afrekkings gedoen is, aan die Sekretaris van genoemde vakvereniging stuur.

21. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van 'n persoon op grond van ouderdom of swaakteit of om enige ander goeie of voldoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van alle persone aan wie vrystelling ingevolge subklousule (1) van dié klousule toegestaan is, dié voorwaardes vasstel waarop die vrystelling toegestaan word en die tydperk waarvoor dit geldig is: Met dien verstande dat die Raad na goedgekenke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarop onderstaande vermeld word:—

(a) Die naam van die betrokke persoon voluit;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes vasgestel ooreenkomsstig die bepalings van subklousule (2) van dié klousule waarop dié vrystelling verleen word;

(d) die termyn waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) van elke sertifikaat wat uitgereik word, 'n afskrif hou; en

(b) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever en werknemer moet die bepalings van 'n vrystellingsertifikaat ingevolge hierdie klousule nakom.

22. ADMINISTRASIE VAN OOREENKOMS.

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

Namens die partye op hede die 11de dag van Julie 1967 in Kaapstad onderteken.

J. HEEGER,
Ondervoorsitter.
J. J. ABERHALDEN,
Lid van die Raad.
A. A. DAVIS,
Assistent-sekretaris.

18. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. COST OF LIVING ALLOWANCE.

The wages prescribed for employees in clause 4 of this Agreement includes cost-of-living allowance payable in terms of War Measure No. 43 of 1942, provided that if the cost-of-living allowance in terms of War Measure No. 43 of 1942, as amended from time to time or any substituting or superseding legislation is increased, the remuneration of employees shall be increased accordingly, provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost of living allowance.

20. TRADE UNION SUBSCRIPTIONS.

An employer may, at the written request of his employee, make deductions weekly from the employee's remuneration of any amounts of subscription specified in such request, to the funds of the trade union and shall forward the amount or amounts deducted to the secretary of the said trade union not later than the 7th day of each month immediately succeeding that during which such deductions were made.

21. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (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 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 subclause (2) of this clause, subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) retain a copy of each licence issued; and

(b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

22. 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.

Signed at Cape Town on behalf of the parties on this 11th day of July 1967.

J. HEEGER,
Vice-Chairman.

J. J. ABERHALDEN,
Member of the Council.

A. A. DAVIS,
Assistant Secretary.

AANHANGSEL A.

Ek/Ons*.....
 wat die Lekkergoednywerheid uitoefen te.....
 sertifiseer hierby dat mnr./mev./mej.*.....
 by my/ons* in diens was vanaf die.....
 dag van.....19..... tot die.....
 dag van.....19..... vir die beroep van†.....
 By diensbeëindiging was sy/haar loon.....rand
 sent per week/maand.

Handtekening van werkgewer of gemagtigde
 verteenwoordiger.

Datum.....

* Skrap wat nie van toepassing is nie.

† Vermeld die beroep waarin die werknemer uitsluitlik of
 hoofsaaklik in diens was bv. werknemer, graad I, lekkergoed-
 maker, ens.

No. R. 254.] [23 Februarie 1968.
 WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
 KOSTETOELAES GEPUBLISEER BY OORLOGS-
 MAATREËL No. 43 VAN 1942.—LEKKERGOED-
 NYWERHEID, KAAP.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby
 kragtens regulasie 4 (1) van die Regulasies wat
 by Oorlogsmaatreël No. 43 van 1942, soos gewysig,
 gepubliseer is, die bepalings van genoemde Regulasies op
 ten opsigte van alle werknemers vir wie lone voorgeskryf
 word in die Ooreenkoms vir die Lekkergoednywerheid,
 wat by Goewermentskennisgewing No. R. 253 van 23
 Februarie 1968, gepubliseer is.

M. VILJOEN,
 Minister van Arbeid.

No. R. 255.] [23 Februarie 1968.
 WET OP FABRIEKE, MASJINERIE EN
 BOUWERK, 1941.

LEKKERGOEDNYWERHEID, KAAP.

Ek, Marais Viljoen, Minister van Arbeid, verklaar
 hierby kragtens artikel 22 (1) van die Wet op Fabriek-
 e, Masjinerie en Bouwerk, 1941, soos gewysig, dat die
 bepalings van die Ooreenkoms en kennisgewing in
 verband met die Lekkergoednywerheid gepubliseer by
 Goewermentskennisgewing No. R. 253 van 23 Februarie
 1968 oor die algemeen vir werknemers wie se
 werkure en besoldiging ten opsigte van oortyd,
 openbare feesdae en werk op Sondae en openbare feesdae
 daarby gereël word, nie minder gunstig is nie as die
 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
 Minister van Arbeid.

ANNEXURE A.

I/We*.....
 carrying on trade in Sweet Manufacturing Industry at.....
 hereby certify that Mr./Mrs./Miss*.....
 was employed by me/us* from the.....day of
19..... to the.....day of
19..... in the occupation of†.....
 At the termina-
 tion of employment his/her wage was.....rand
cents per week/month.

Signature of Employer or Authorised Representative.

Date.....

* Delete whichever inapplicable.

† State occupation in which employee was wholly or mainly
 engaged, e.g. grade I employee, sweetmaker, etc.

No. R. 254.] [23 February 1968.
 WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
 REGULATIONS PUBLISHED UNDER WAR
 MEASURE NO. 43 OF 1942. SWEETMAKING
 INDUSTRY, CAPE.

I, Marais Viljoen, Minister of Labour, hereby in terms
 of regulation 4 (1) of the Regulations published under
 War Measure No. 43 of 1942, as amended, suspend the
 operation of the said Regulations in respect of all
 employees for whom wages are prescribed in the Agree-
 ment for the Sweetmaking Industry published under
 Government Notice No. R. 253 of the 23rd February
 1968.

M. VILJOEN,
 Minister of Labour.

No. R. 255.] [23 February 1968.
 FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.

SWEETMAKING INDUSTRY, CAPE.

I, Marais Viljoen, Minister of Labour, hereby, in terms
 of section 22 (1) of the Factories, Machinery and Building
 Work Act, 1941, as amended, declare the provisions of
 the Agreement and notice relating to the Sweetmaking
 Industry, published under Government Notice No. R.
 253 of the 23rd February 1968, to be, on the
 whole, not less favourable to the employees whose
 hours of work and remuneration in respect of overtime,
 public holidays and work on Sundays and public holidays
 are regulated thereby, than the relative provisions of the
 said Act.

M. VILJOEN,
 Minister of Labour.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
GOEWERMENTSKENNISGEWINGS	
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