

BUITENGEWONE



EXTRAORDINARY

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 344.]

[8 Maart 1968.

WET OP NYWERHEIDSVERSOENING, 1956. BAK- EN/OF BANKETNYWERHEID (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 Bak- en/of Banketnywerheid betrekking het, vanaf 14 Maart 1968 en vir die tydperk wat 2 jaar vanaf genoemde datum eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k) en 19, vanaf 14 Maart 1968 en vir die tydperk wat 2 jaar vanaf genoemde datum 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, Simonstad, Bellville, Somerset-Wes, Strand, Stellenbosch, Paarl en Wellington; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k), 19 en 20, vanaf 14 Maart 1968 en vir die tydperk wat 2 jaar vanaf genoemde datum eindig, in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Stellenbosch, Paarl en Wellington *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen 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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 344.]

[8 March 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

BAKING AND/OR CONFECTIONERY 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 Baking and/or Confectionery Industry shall be binding from the 14th March 1968 and for the period ending 2 years from the said date upon the employers' organisation and the trade union which entered into the 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 Agreement, excluding those contained in clauses 1 (a), 2, 5, (6) (k) and 19, shall be binding from the 14th March 1968 and for the period ending 2 years from the said date 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, Simonstown, Bellville, Somerset West, Strand, Stellenbosch, Paarl and Wellington; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Stellenbosch, Paarl and Wellington and from the 14th March 1968 and for the period ending 2 years from the said date the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5, (6) (k), 19 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. Viljoen,
Minister of Labour.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET- NYWERHEID (KAAP). OOREENKOMS

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

Cape Masters Bakers' and/or Confectioners' Association
(hieronder die „werkgewers” of die „werkgewers-
organisasie” genoem), aan die een kant, en die

Bakery Employees Industrial Union
(hieronder die „werknemers” of die „vakvereniging” genoem),
aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bak- en/of
Banketnywerheid, Kaap.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die land-
drosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-
Wes, Die Strand, Stellenbosch, Paarl en Wellington nagekom
word deur alle lede van die werkgewersorganisasie wat by die
Bak- en/of Banketnywerheid betrokke is en deur alle lede van
die vakvereniging wat in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a), is die bepalings
van hierdie Ooreenkoms—

(i) slegs op werknemers vir wie lone in hierdie Ooreenkoms
voorgeskrif word en op die werkgewers van sodanige werk-
nemers van toepassing;

(ii) op vakleerlinge van toepassing vir sover dit nie met die
Wet op Vakleerlinge, 1944, of met 'n kontrak wat daar-
kragtig aangegaan is of met 'n voorwaarde wat daarkragtig
gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die
Minister van Arbeid kragtens artikel 48 van die Wet vasstel en
bly van krag vir 'n tydperk van 2 jaar met ingang van
sodanige datum van inwerkingtreding of vir dié tydperk wat hy
mag bepaal.

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdruk-
kings wat in hierdie Ooreenkoms gebesig en in die Wet op
Nywerheidsversoening, 1956, soos gewysig, omskryf word, die-
selfde betekenis as in daardie Wet, en tensy onbestaanbaar met
die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
„vakleerling” 'n werknemer wat gebind is deur 'n leerling-
kontrak wat geregistreer is of geag word geregistreer te wees
ingevolge die Wet op Vakleerlinge, 1944, soos gewysig;

„bakker” 'n werknemer wat een of meer van die volgende
werksaamhede verrig en/of toesig daarvoor hou:—

(a) Die vervaardiging van deeg en/of die afweeg en/of meng
van die bestanddele wat by die vervaardiging van deeg gebruik
word;

(b) die terugslaai en/of terugvou van deeg deur middel van
'n masjien;

(c) die verdeling en/of afweeg van deeg met die hand en/of
die vorm en/of vleg en/of fatsoenering van brode;

(d) die uitoefening van beheer oor die insit en/of uithaal van
brood in en/of uit oonde en/of die regulering van die tempera-
tuur van oonde;

(e) die insit van deeg in en/of die uithaal van brood uit 'n
oond wat nie 'n outomatiese of 'n trekplaat-oond is nie, met
behulp van 'n oondskop;

„bakkersassistent” 'n werknemer wat, onder die toesig van 'n
bakker, 'n bakker help om brood te maak;

„bakkerswinkel” 'n winkel wat verbonde is aan en/of deel
uitmaak van die gebou en/of perseel van die bakkerij;

„Bak- en/of Banketnywerheid” die nywerheid waarin werk-
gewers en werknemers met mekaar geassosieer is met die doel
om brood en/of banket te bak en/of te maak, en omvat
dit ook—

(a) die bak en/of maak van rolle, bolle, korentbrood, olie-
bolle, beskuit, mosbolletjies, koek, siergebakjies, pasteie, suur-
deeggebak en ander produkte van 'n bakkerij waarvan deeg
of beslag 'n samestellende deel uitmaak;

(b) die vervaardiging van enige kommoditeit of bestanddeel
wat in bakwerk of die vervaardiging van banket gebruik word,
indien dit uitgevoer word deur die werkgewers en die werk-
nemers wat betrokke is by die werksaamhede bedoel in para-
graaf (a);

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY (CAPE). AGREEMENT

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

Cape Master Bakers' and/or Confectioners' Association
(hereinafter referred to as “the employers” or “the employers’
organization”), of the one part, and the

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

being parties to the Industrial Council for the Baking and/or
Confectionery Industry, Cape.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the
Magisterial Districts of the Cape, Wynberg, Simonstown, Bell-
ville, Somerset West, The Strand, Stellenbosch, Paarl
and Wellington, by all members of the employers’ organisation
who are engaged in the Baking and/or Confectionery Industry
and by all members of the trade union who are employed in that
Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms
of this Agreement shall—

(i) only apply to employees for whom wages are prescribed
in this Agreement, and to the employers of such employees;

(ii) apply to apprentices in so far as they are not inconsis-
tent with the provisions of the Apprenticeship Act, 1944, or
any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be
fixed by the Minister of Labour in terms of section 48 of the
Act, and shall remain in force for a period of 2 years as from
such date of coming into operation, 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, as amended, shall have the same meaning as in that
Act and unless inconsistent with the context—

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

“apprentice” means an employee bound by a contract of
apprenticeship registered or deemed to be registered under the
Apprenticeship Act, 1944, as amended.

“baker” means an employee who is engaged in supervising
and/or performing one or more of the following operations:—

(a) Manufacturing dough and/or weighing and/or mixing the
ingredients used in making dough;

(b) cutting back and/or knocking back dough by machine;

(c) dividing and/or weighing dough by hand, and/or moulding
and/or plaiting and/or shaping loaves;

(d) controlling the putting into and/or withdrawing from
ovens of bread and/or regulating the temperatures of ovens;

(e) inserting dough and/or withdrawing bread from an oven
which is not an automatic or drawplate oven, using a peel;

“baker’s assistant” means an employee who under the super-
vision of a baker, assists a baker in making bread;

“baker’s shop” means a shop attached to and/or forming part
of the building and/or premises of the bakery;

“Baking and/or Confectionery Industry” means the industry
in which employers and employees are associated for the pur-
pose of baking and/or making bread and/or confectionery and
includes—

(a) the baking and/or making of rolls, buns, currant bread,
doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast
goods, and other products of a bakehouse of which dough or
batter forms a component part;

(b) the manufacture of any commodity or ingredient used in
baking or the making of confectionery if carried on by
employers and employees engaged in the activities referred to
in paragraph (a);

(c) alle werksaamhede wat deur sodanige werkgewers verrig word en wat gepaard gaan met, in verband staan met of voortvloei uit die werksaamhede bedoel in (a) of die distribusie van die produkte daarin bedoel, indien uitgevoer deur sodanige werkgewers of hul werknemers, met inbegrip van die distribusie en/of verkoop en/of uitstalling van genoemde produkte by of vanuit 'n bakkerswinkel,

maar sluit nie in die vervaardiging van lekkergoed en/of ander beskuitjies as handgemaakte beskuitjies nie;

„brood” sonder om die weeg onbetekenis daarvan te beperk, ook rolle, fantasiebrood, bolle, korentebrood en bolbrood;

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

„klerk” ’n werknemer, uitgesonderd ’n pakhuisman of nasiener/versender, wat uitsluitlik of hoofsaaklik skryf-, tik- of ’n ander vorm van klerklike werk verrig, en ook ’n toonbankbediende, kassier en telefonis, maar uitgesonderd dié klerklike werk wat gepaard gaan met ’n ander beroep wat in hierdie Ooreenkoms omskryf word;

„klerk, man, gekwalifiseer,” ’n manlike klerk met minstens 2 jaar ondervinding;

„klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as 2 jaar ondervinding;

„klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens 2 jaar ondervinding;

„klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as 2 jaar ondervinding;

„banketbakker” ’n werknemer wat 1 of meer van die volgende werksaamhede verrig en/of toesig daarvoor hou:—

(a) Die vervaardiging van banket en/of die afweeg en/of die afmeet en/of die meng van bestanddele wat in die vervaardiging van banket gebruik word;

(b) die verdeling en/of afweeg van die mengsel wat gemaak is en/of die plasing daarvan in panne of houters met die doel om dit gaar te maak en/of te bak; met inbegrip van die kook en/of glasering van oliebolle;

(c) die insit en/of uithaal van banket in en/of uit ’n oond wat nie ’n outomatiese of trekplaat-oond is nie; met behulp van ’n oondskop;

(d) die versiering en/of opvulling en/of afwerking van banket;

„banketbakkersassistent” ’n werknemer wat, onder die toesig van ’n banketbakker, ’n banketbakker help om banket te maak;

„banket” sonder om die gewone betekenis daarvan te beperk, ook koek, tert, siegebakkies, pasteitjies, koeksisters, handgemaakte beskuitjies, botterbroodjies en suurdeeggebak, uitgesonderd brood;

„Raad” die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap);

„toonbankbediende” ’n werknemer wat by ’n toonbank in ’n bakkerswinkel werksaam is in verband met die verkope van brood en/of banket, die opmaak van bestellings en die hantering van kontant;

„dag” die tydperk van 24 uur wat bereken word vanaf die tyd waarop die werknemer begin werk;

„afleweringswerknemer” ’n werknemer, uitgesonderd ’n bestelwaman se hulp of ’n afleweringssassistent, wat brood en/of banket te voet, deur middel van ’n fiets, driewiel of hand-aangedrewe voertuig aflewer en wat kontant vir K.B.A.-bestellings mag inwonder;

„drywer” ’n werknemer, uitgesonderd ’n bestelwaman, wat ’n motorvoertuig of perdevoertuig dryf wat te alle tye onder die regstreekse beheer en toesig van ’n bestelwaman is;

„noodwerk” werk wat weens onvoorsiene oorsake soos ’n brand, storm, ongeluk, geweld daad of diefstal sonder versuim gedoen moet word, en ook die werk verbonde aan of in verband met die op- of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

„bedryfsinrigting” ’n perseel in verband waarmee een of meer werknemers in die Bak- en Banketnywerheid betrokke is, en ook ’n bakkerswinkel;

„ondervinding” in verband met ’n klerk, die totale tydperk of tydperke diens wat so ’n werknemer in enige bedryf as ’n klerk gehad het;

„voormanbakker” ’n bakker wat aan die hoof staan van ’n skof wat brood maak;

„voormanbanketbakker” ’n banketbakker wat aan die hoof staan van ’n skof wat banket maak;

„inspekteur of opsigter” ’n werknemer wat toesig het oor die bestelwamane van ’n bedryfsinrigting;

„stukwerker” ’n werknemer wat op hoogstens drie dae in ’n bepaalde week by dieselfde werkgewer as ’n bakker en/of banketbakker in diens is;

(c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the product referred to therein, if carried on by such employers or their employees, including the distribution and/or sale and/or display of the said products at or from a baker's shop;

but excludes the manufacture of sweets and or biscuits other than hand made biscuits;

“bread” without limiting its ordinary meaning includes rolls, fancy bread, buns, currant bread and bun-loaves;

“casual employee” means an employee who is employed by the same employer on not more than 3 days in any week;

“clerical employee” means an employee, other than a storeman or checker/dispatcher who is wholly or mainly engaged in writing, typing or any other form of clerical work and includes a counterhand, cashier and telephone operator, but excludes clerical work which is incidental to any other occupation defined in this Agreement;

“clerical employee, male, qualified” means a male clerical employee who has had not less than 2 years’ experience;

“clerical employee, male, unqualified” means a male clerical employee who has had less than 2 years’ experience;

“clerical employee, female, qualified” means a female clerical employee who has had not less than 2 years’ experience;

“clerical employee, female, unqualified” means a female clerical employee who has had less than 2 years’ experience;

“confectioner” means an employee who is engaged in supervising and/or performing one or more of the following operations:—

(a) Manufacturing confectionery and/or weighing and/or measuring and/or mixing the ingredients used in making confectionery;

(b) dividing and/or weighing the resultant mixture and/or placing it in pans or receptacles for cooking and/or baking; including the boiling and/or glazing of doughnuts;

(c) inserting dough and/or withdrawing confectionery from an oven which is not an automatic or drawplate oven, using a peel;

(d) icing and/or filling and/or finishing confectionery;

“confectioner’s assistant” means an employee who, under the supervision of a confectioner, assists a confectioner in making confectionery;

“confectionery” without limiting its ordinary meaning includes cakes, pies, pasties, pastries, koeksisters; hand-made biscuits, scones and yeast-raised goods other than bread;

“Council” means the Industrial Council for the Baking and/or Confectionery Industry (Cape);

“counterhand” means an employee engaged at a counter in a baker’s shop in selling bread and/or confectionery, making up orders and handling cash;

“day” means the period of 24 hours calculated from the time the employee commences work;

“delivery employee” means an employee other than a vanman’s assistant or a delivery assistant, who delivers bread and/or confectionery on foot, or by means of a bicycle, tricycle or hand-propelled vehicle and who may collect cash for C.O.D. orders;

“driver” means an employee other than a vanman, engaged in driving a motor or horse-driven vehicle which is at all times under the direct control and supervision of a vanman;

“emergency work” means any work which owing to unforeseen causes such as fire, storm, accident, act of violence, or theft, must be done without delay and includes the work of connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

“establishment” means any premises in connection with which one or more employees are engaged in the Baking and Confectionery Industry and shall include a baker’s shop;

“experience” means in relation to a clerical employee the total period or periods of employment which such employee has had in any trade as a clerical employee;

“foreman baker” means a baker who is in charge of a shift engaged in making bread;

“foreman confectioner” means a confectioner who is in charge of a shift engaged in making confectionery;

“inspector or overseer” means an employee who supervises the vanmen of an establishment;

“jobber” means an employee who is employed by the same employer as a baker and/or confectioner on not more than 3 days in any week;

„leerling-bestelwaman” ’n werknemer wat vir ’n maksimum proeftydperk van 4 weke die werk van ’n bestelwaman onder die regstreekse toesig van ’n bestelwaman verrig met die doel om vertrouwd te raak met ’n aflewering rondte;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig in een of meer van die volgende hoedanighede werksaam is:—

- (a) Materiaal, gerei of meel dra of opstapel;
- (b) werkwinkels, persele, voertuie of diere skoonmaak;
- (c) trôe, panne, dose, blikke, masjiene, gerei, skoorstene, skoorsteenpepe of roetvangers smeer of vir gebruik in gereedheid bring, was of skoonmaak;
- (d) brandstof na oonde dra of dit daarin voer of as verwyder;
- (e) op- of aflaai;
- (f) neut skoonmaak, sorteer, kraak of maal;
- (g) vrugte skoonmaak en/of ontpit;
- (h) eiers was, skoonmaak en/of kraak;
- (i) brood toedraai, individuele artikels toedraai en/of dra en/of verpak in trôe of ander houers; blikke, dose of brood etiketteer;

(j) verantwoordelik wees vir ’n bestelwa wat deur diere getrek word;

- (k) suiker klits;
- (l) vleis met die hand opsny;
- (m) brood met water of ’n ander vloeistof was of spuit;
- (n) dose, bakke of ander houers vul;
- (o) ’n handmaalmasjien of handbolletjieverdelers bedien;
- (p) volgens ’n voorafgestelde skaal weeg, uitgesonderd die afweeg van deeg vir ’n ander doel as om die gewig van die deeg te toets wat outomaties deur ’n masjien verdeel is, of deeg in massa weeg voordat dit verdeel word;

- (q) mure en bouwerke afwit;
- (r) rantsoene kook of tee, koffie of dergelike drank berei;
- (s) kartonhouers inmeekaarsit;
- (t) uniforms, voorskote en oorklere herstel, was en stryk;
- (u) materiaal onder die toesig van ’n bakker of banketbakker in ’n outomatiese of trekplaattoond voer of dit daaruit verwyder sonder om ’n oondskop te gebruik om brood en/of banket in te sit in of uit te neem uit ’n oond wat nie ’n outomatiese of trekplaattoond is nie;

(v) deeg in ’n masjien voer, deeg dra en ontvang en ook deeg ontvang met die doel om blikke of panne vol te maak;

(w) deeg op ’n ander manier as deur middel van ’n masjien terugvou en/of terugslaai;

(x) petroltenks vul, oliebakke leegmaak en vul, motor- en/of ander voertuie olie en smeer, lug pomp, buitebande omruil lekplekke in binnebande repareer, ’n domkrag of hystoestel gebruik om voertuie op te lig of te laat sak; enjins en dele daarvan skoonmaak en onderdele, materiaal en/of gereedskap vashou en dele en materiaal onder die toesig van ’n werktuigkundige in posisie plaas, wiele omruil en moere aandraai, ’n lê vragmotor of ’n vragmotor wat onklaar geraak het, dryf, masjinerie, met inbegrip van bogrondse dryfaste, skoonmaak, inrigting werk;

vir die doel van hierdie woordomskrifing omvat die woorde „materiaal, gerei of meel dra of opstapel” ook die voer van deeg in ’n masjien maar, behoudens die bepalings van item (v), nie ook die neem van deeg uit ’n masjien of die handtering van deeg op ’n ander manier nie;

„werktuigkundige” ’n persoon wat sy vakleerlingskap deurloop het in ’n gepaste ambag of wat minstens 5 jaar ondervinding het om met masjinerie te werk en wat toereikende ondervinding opgedoen het van die klas masjinerie waarvoor hy verantwoordelik is en wat hy moet ondersoek of in verband waarmee hy moet werk, of wat ’n gediplomeerde ingenieur is;

„kantoorbode” ’n werknemer wat briewe of boodskappe aflewer, etikette opklaai, seëls op koevertte plak en ander dergelike dienste verrig wat gewoonlik deur hierdie tipe werknemer gedoen word;

„oortydwerk” enige tyd langer gewerk as die werkure voorgeskryf in subklousules (1) en (2) van klousule 6;

„nasiener versender” ’n werknemer wat verantwoordelik is vir die ontvangs, nagaan, bymekaarmaak en verpakking van brood en/of banket vir versending of aflewering vanuit ’n bedryfsinrigting en wat toesig mag hou oor sodanige versending en wat ook pakkette weeg en adresseer en spoorvragbriewe uit-skrif of enige ander skryfwerk verrig in verband met sy diens as ’n verpakker, maar nie ook ’n werknemer wat individuele artikels toedraai of in trôe of ander houers verpak nie;

„stukwerk” ’n werkstelsel waarvolgens die minimum loon waarop ’n werknemer geregtig is, bereken word, uitsluitlik op die hoeveelheid of omvang van die werk wat gedoen word, afgesien van die tyd wat aan sodanige werk bestee is;

„vorige Ooreenkoms” die Nywerheidsraadooreenkoms vir die Bak- en/of Banketnywerheid (Kaap) gepubliseer by Goewermentskennisgewing No. R. 299 van 4 Maart 1966;

„learner vanman” means an employee who for a maximum probationary period of 4 weeks performs the duties of a vanman under the direct supervision of a vanman for the purpose of becoming acquainted with a delivery round;

„labourer” means an employee who is engaged in 1 or more more of the following duties or capacities:—

- (a) Carrying or stacking materials, utensils or flour;
- (b) cleaning workshops, premises, vehicles or animals;
- (c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke stacks, or soot boxes;
- (d) carrying or feeding fuel to furnaces or removing ashes;
- (e) loading or unloading;
- (f) cleaning, sorting, cracking or grinding nuts;
- (g) cleaning and/or stoning fruit;
- (h) washing, cleaning and/or cracking eggs;
- (i) wrapping bread, wrapping and/or carrying individual articles and/or packing them into trays or other containers; labelling tins, boxes or bread;

(j) minding an animal drawn van;

- (k) beating up sugar;
- (l) cutting up meat by hand;
- (m) washing or spraying bread with water or other fluid;
- (n) filling boxes, bins or other containers;
- (o) operating a hand-mincing machine or hand bundivider;
- (p) weighing to a set scale, but excluding the weighing of dough other than test weighing dough, which has been automatically divided by machine, or weighing dough in bulk prior to dividing;

- (q) limewashing walls and structures;
- (r) cooking rations or making tea, coffee or similar beverages;
- (s) assembling cardboard containers;
- (t) repairing, washing and ironing uniforms, aprons and overalls;

(u) feeding into or withdrawing from automatic or drawplate ovens under the supervision of a baker or confectioner, but excluding the use of a peel to insert or withdraw bread and/or confectionery from an oven which is not an automatic or draw-plate oven;

(v) feeding dough into a machine, carrying and receiving including receiving dough for the purpose of tinning or panning up;

(w) knocking and/or cutting back dough otherwise than by machine;

(x) filling petrol tanks, draining and filling oil sumps, oiling and greasing motor and/or other vehicles, pumping air, changing tyres, repairing punctures in inner tubes, using jack or hoist to raise or lower vehicles, cleaning engines and parts thereof and holding parts, materials and/or tools and, under the supervision of a mechanic, placing parts and materials into position, changing wheels and tightening nuts, driving an empty truck or one which has had a breakdown, cleaning, oiling and greasing machinery, including overhead shafting and applying belt dressing;

for the purpose of this definition, the words “carrying or stacking materials, utensils or flour” shall include feeding dough into a machine but shall not except as provided for under item (v) include receiving dough from a machine or otherwise handling dough;

„mechanic” means a person who has served an apprenticeship in an appropriate trade or who has had not less than 5 years’ experience in working with machinery, and who has had adequate experience with the class of machinery of which he is in charge, which he is required to examine or in connection with which he is required to work or who is a certified engineer;

„office messenger” means an employee engaged in delivering letters or messages, pasting tickets, stamping envelopes and performing other similar duties normally carried out by this type of employee;

„overtime” means any time worked in excess of the hours of work prescribed in subclauses (1) and (2) of clause 6;

„checker/dispatcher” means an employee in charge of receiving, checking, assembling and packing of bread and/or confectionery for dispatch or delivery from an establishment and who may supervise such dispatch and includes the weighing and addressing of parcels and writing up of rail notes or any other writing in connection with his duty as packer, but does not include an employee engaged in wrapping individual articles or packing them into trays or other containers;

„piece-work” means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

„previous Agreement” means the Industrial Council Agreement for the Baking and/or Confectionery Industry (Cape), published under Government Notice Number R. 299 dated 4 March, 1966;

„skof” twee of meer werknemers wat vir ’n tydperk van minstens 2 agtereenvolgende ure in enige deel van ’n bedryfsinrigting werk;

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

„magasynman” ’n werknemer wat oor die algemeen aan die hoof staan van voorrade en wat verantwoordelik is vir die ontvangs, uitreiking, opberging, verpakking of uitpak van die materiaal of artikels wat in ’n bedryfsinrigting gebruik word om brood en/of banket te maak en/of vir die aflewering van sodanige materiaal of artikels aan die verbruiksafdeling in ’n bedryfsinrigting;

„taakwerk” ’n werkstelsel waarvolgens die minimum hoeveelheid of die minimum omvang van die werk wat in ’n gespesifiseerde tyd verrig moet word, vasgestel word as ’n voorwaarde vir die betaling van die lone voorgeskryf in klousule 4;

„bestelwa” ’n dierevoertuig of meganiese aangedrewe voertuig wat gebruik word vir die aflewering van brood en/of banket;

„bestelwaman” ’n werknemer wat in beheer is van ’n bestelwa op ’n rondte en wat verantwoordelik is vir die laai van die bestelwa, die aflewering van brood en/of banket en vir die kontant wat hy ten opsigte daarvan ontvang en wat ’n bestelwa mag dryf;

„bestelwaman se assistent of afleweringssassistent” ’n werknemer wat ’n bestelwaman op sy rondte vergesel en hom met sy werksaamhede help maar nie ’n bestelwa dryf nie;

„loon” daardie gedeelte van die besoldiging wat aan ’n werknemer betaalbaar is ten opsigte van die gewone werkeure soos voorgeskryf in klousule 6;

„wag” ’n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak.

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

4. LONE.

(1) Die minimum loon wat ’n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder gemeld:—

(a) Werknemers, uitgesonderd los werknemers en stukwerkers:—

	Per week.
	R c
Voormanbakker	28 00
Voormanbanketbakker	28 00
Inspekteur of opsigter	27 00
Bakker	22 00
Banketbakker	22 00
Bakkers- en/of banketbakkersassistent—man	13 00
Bakkers- en/of banketbakkersassistent—vrou	11 58
Nasiener/versender	18 00
Bestelwaman:—	
Gedurende 1ste jaar diens by dieselfde werkgewer	20 50
Gedurende daaropvolgende jare diens by dieselfde werkgewer	22 00
Leerling-bestelwaman	15 00
Drywer	12 00
Werktuigkundige	29 50
Magasynman	20 00
Klerk, man, gekwalifiseer	21 00
Klerk, man, ongekwalifiseer:—	
Gedurende 1ste jaar ondervinding	10 00
Gedurende 2de jaar ondervinding	16 00
Klerk, vrou, gekwalifiseer	17 00
Klerk, vrou, ongekwalifiseer:—	
Gedurende 1ste jaar ondervinding	9 00
Gedurende 2de jaar ondervinding	13 00
Kantoorbode	8 50
Bestelwaman se assistent of afleweringssassistent, 18 jaar oud en ouer:—	
Gedurende 1ste jaar diens by dieselfde werkgewer	8 50
Gedurende daaropvolgende jare diens by dieselfde werkgewer	9 00
Bestelwaman se assistent of afleweringssassistent, onder die leeftyd van 18 jaar	7 50
Arbeider—man	9 00
Arbeider—vrou	8 00
Afleweringswerknemer	9 00
Wag	12 50

„shift” means two or more employees working for a period not less than 2 consecutive hours in any part of an establishment;

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

„storeman” means an employee in general charge of stores and who is responsible for receiving, issuing, storing, packing or unpacking the materials or articles used in an establishment in making bread and/or confectionery and/or delivering such materials or articles to the consuming departments in an establishment;

„taskwork” means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 4;

„van” means an animal-drawn or mechanically propelled vehicle used for the delivery of bread and/or confectionery;

„vanman” means an employee who is in charge of a van on a round and is responsible for the loading of the van, the delivery of bread and/or confectionery and for cash received by him in his duty but does not drive a van;

„vanman's assistant or delivery assistant” means an employee who accompanies a vanman on his round and assists him in his duty but does not drive a van;

„wage” means that portion of the remuneration payable to an employee in respect of the ordinary hours of work as laid down in clause 6;

„watchman” means an employee engaged in guarding premises, buildings, gates, vehicles or other property;

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

4. WAGES.

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

(a) Employees other than casual employees and jobbers:—

	Per Week.
	R c
Foreman Baker	28 00
Foreman Confectioner	28 00
Inspector or Overseer	27 00
Baker	22 00
Confectioner	22 00
Baker and/or Confectioner's Assistant, Male	13 00
Baker and/or Confectioner's Assistant, Female	11 58
Checker/Dispatcher	18 00
Vanman:—	
During 1st year of employment with the same employer	20 50
During subsequent years of employment with the same employer	22 00
Learner vanman	15 00
Driver	12 00
Mechanic	29 50
Storeman	20 00
Clerical employee, male, qualified	21 00
Clerical employee, male, unqualified:—	
During 1st year of experience	10 00
During 2nd year of experience	16 00
Clerical employee, Female, qualified	17 00
Clerical employee, Female, unqualified:—	
During 1st year of experience	9 00
During 2nd year of experience	13 00
Office Messenger	8 50
Vanman's assistant or delivery assistant, of the age of 18 years and over:—	
During 1st year of employment with the same employer	8 50
During subsequent years of employment with the same employer	9 00
Vanman's assistant or delivery assistant under the age of 18 years	7 50
Labourer, Male	9 00
Labourer, Female	8 00
Delivery employee	9 00
Watchman	12 50

Met dien verstande dat 'n arbeider wat sanitêre emmers verwyder, leegmaak of vervang, die bedrag van 25c per week benewens die weekloon wat vir 'n arbeider voorgeskryf word, betaal moet word.

(b) *Los werknemer*.—Vir elke dag of gedeelte van 'n dag gewerk, een-vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer in dieselfde gebied, wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word.

(c) *Stukwerker*.—Vir elke dag of gedeelte van 'n dag gewerk, een-vyfde van die weekloon wat voorgeskryf word vir 'n werknemer in dieselfde gebied, wat dieselfde klas werk verrig as dié wat van die stukwerker vereis word.

(2) *Kontrakgrondslag*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer of 'n stukwerker, op 'n weeklikse grondslag berus en moet die werknemer, behoudens die bepalings van subklousule (3) en klousule 5 (6), ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf word, of minder, gewerk het.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n werknemer van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 1 uur op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer 'n loon vir al die gewone werke van die bedryfs-irrigting op daardie dag die volgende betaal—

(i) in die geval in paragraaf (a) bedoel, 'n uurloon wat gelyk is aan die hoër weekloon gedeel deur die getal gewone ure wat sodanige werknemer in 'n week gewerk het;

(ii) in die geval in paragraaf (b) bedoel, 'n uurloon wat gelyk is aan die weekloon voorgeskryf vir 'n werknemer van sy klas en gebied, plus 30 persent, gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk: Met dien verstande dat sodanige werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig, op 'n bedrag wat altesaam groter is as die bedrag wat 'n gekwalifiseerde werknemer in sodanige hoër klas sou toegekome het teen die loon wat in subklousule (1) vir hom voorgeskryf word, geregtig is nie:

Met dien verstande dat waar die enigste verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, die bepalings van hierdie subklousule nie van toepassing is nie.

(4) *Fietstoelae*.—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets vir die verrigting van sy werksaamhede te gebruik, moet hom—

(a) in die geval van 'n ander werknemer as 'n los werknemer of 'n stukwerker, minstens 25 sent per week;

(b) in die geval van 'n los werknemer of 'n stukwerker minstens 5 sent per dag;

betaal benewens die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, word die bedrag van sodanige loon bereken teen $4\frac{1}{2}$ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd 'n los werknemer of 'n stukwerker*.—Behoudens die bepalings van klousule 7 (3), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer of 'n stukwerker, verskuldig is, weekliks of, as die werkgewer en sy werknemer daarvoor skriftelik ooreengekom het, maandeliks gedurende die werke op die gewone betaaldag van die bedryfs-irrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, kontant betaal word, en sodanige betaling moet vervat word in 'n verseëlde koevert of ander verseëlde houer waarop of waarin daar 'n staat voorkom wat die naam van die werkgewer, die naam of betaalstaatsnommer van die werknemer, die werknemer se beroep, die getal gewone en oortydure wat hy gewerk het, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die bedrag betaal word, gemeld moet word.

(2) *Los werknemers en stukwerkers*.—'n Werkgewer moet die besoldiging wat aan 'n los werknemer of 'n stukwerker verskuldig is, kontant betaal by die beëindiging van sy diens.

Provided that a labourer engaged in removing, emptying or replacing sanitary pails shall be paid the sum of 25 cents per week in addition to the weekly wage prescribed for a labourer;

(b) *Casual employee*.—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee in the same area performing the same class of work as the casual employee is required to perform.

(c) *Jobber*.—For each day or part of a day of employment, one-fifth of the weekly wage prescribed for an employee in the same area performing the same class of work as the jobber is required to perform.

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

(3) *Differential wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than 1 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 a wage for all the ordinary hours of work of the establishment on that day—

(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in subclause (1):

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

(4) *Bicycle allowance*.—An employer who required an employee to use his own bicycle in the performance of his duties shall pay to him—

(a) in the case of an employee, other than a casual employee or a jobber, not less than 25 cents per week;

(b) in the case of a casual employee or a jobber, not less than 5 cents per day;

in addition to the wage prescribed in subclause (1) for an employee of his class and area.

(5) *Calculation of monthly wage*.—Whenever the wage due to an employee is, in terms of clause 5 (1), paid monthly, the amount of such wage shall be calculated at the rate of $4\frac{1}{2}$ times the wage prescribed in subclause (1) for an employee of his class and area.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than a casual employee or a jobber*.—Save as provided in clause 7 (3), any amount due to an employee other than a casual employee or a jobber shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, 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 a sealed envelope or other sealed container on or in which shall appear a statement showing the employers' name, employees' name or payroll number, the employees occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

(3) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag of regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoe-arbeid Regelingswet, 1911, mag 'n werkgever nie van sy werknemer vereis om etes en/of huisvesting van hom of van enigeen of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgever mag nie sy werknemer beboet nie, en hy mag ook geen bedrag, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfonds: Met dien verstande dat, in die geval van 'n aftrekking vir siekte- of voorsorgsfondse ingevolge die 2de voorbehoudsbepaling van klousule 8 (1) of 'n voorsorgsfonds wat deur die Raad ingestel is, die skriftelike toestemming van die werknemer nie verkry hoef te word nie;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en bereken is op grondslag van die weekloon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het;

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

(d) 'n aftrekking, ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaarsdag, Gelofte-dag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van die loon wat hy sou ontvang het as hy op so 'n dag gewerk het;

(e) bydraes ingevolge klousule 18 van hierdie Ooreenkoms;

(f) 'n bedrag waarvoor daar ooreenkomstig klousule 12 ooreengekom is of wat aldus vasgestel is, vir die vervanging van 'n uniform, oorpak, stofjas of ander beskermende klere wat die werkgever gratis verskaf en wat of opsetlik of weens opsetlike nalatigheid vernietig is;

(g) 'n bedrag ten opsigte van enige tekort in die invordering en hantering van geld deur bestelwamane;

(h) Wanneer 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoe-arbeid Regelingswet, 1911, van hom vereis word om etes en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

	Per week.	Per maand.
	R c	R c
Etes.....	0.30	1.30
Huisvesting.....	0.20	0.87
Etes en huisvesting.....	0.50	2.17

(i) wanneer die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd ingekort word, 'n bedrag ten opsigte van elke uur van sodanige inkorting van die werknemer se weekloon gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk: Met dien verstande dat sodanige bedrag nie afgetrek mag word nie—

(i) in die geval van korttyd as gevolg van 'n tydelike slapte in die bedryf of tekort aan grondstowwe, tensy—

(a) die skriftelike goedkeuring van die Raad vir sodanige inkorting vooraf verkry is; en

(b) die werkgever sy werknemer minstens 24 uur vooraf kennis van sy voorneme gegee het om die gewone werkure aldus in te kort.

'n Werknemer wat op enige dag binne die tydperk wat die gewone werkure ingekort is as gevolg van korttyd soos voornoem, die bedryfsinrigting van sy werkgever besoek op las van sy werkgever of die verteenwoordiger van sy werkgever, moet deur sy werkgever van werk voorsien word vir minstens die helfte van sy gewone werkure vir sodanige dag, en waar dit nie gedoen word nie, moet die werknemer nogtans die loon betaal word wat hy sou ontvang het as hy werk gegee is soos hierin voorgeskryf;

(ii) in die geval van korttyd weens 'n algemene onklaar-making van installasie of masjinerie of 'n dreigende onklaar-making van geboue weens 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat daar nie gewerk word nie: Met dien verstande dat die werkgever binne 7 dae nadat daar met sodanige korttyd begin is, die Sekretaris van die Raad skriftelik daarvan moet verwittig;

(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, or in the Bantu Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds: Provided that in case of a deduction for sick or provident funds in terms of the second proviso to clause 8 (1) or any Provident Fund instituted by the Council, the written consent of the employee need not be obtained;

(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 weekly 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 any order of any competent court required or permitted to make;

(d) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of the wage which he would have received had he worked on such a day;

(e) contributions in terms of clause 18 of this Agreement;

(f) an amount agreed to or determined in terms of clause 12 so as to replace any uniform, overall, dust coat or other protective clothing supplied by the employer free of charge where such are destroyed either wilfully or by wilful neglect;

(g) a deduction in respect of any shortage in the collection and handling of money by vanmen;

(h) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Regulations Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R c	R c
Board.....	0.30	1.30
Lodging.....	0.20	0.87
Board and Lodging.....	0.50	2.17

(i) 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 the number of ordinary hours worked by such employee in a week: Provided that no such deduction shall be made—

(i) in the case of short-time arising out of a temporary slackness of trade or shortage of raw materials unless—

(a) the prior written approval of the Council for such reduction shall have been obtained; and

(b) the employer shall have given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work.

An employee who, on any day within the period during which the ordinary hours of work are reduced, by reason of short-time as aforesaid, attends at the establishment of his employer, on the instructions of his employer or representative, shall be given employment by his employer for not less than half his ordinary working hours, for such day, failing which the employee shall nevertheless be paid the wages which he would have received had he been given employment as hereinbefore prescribed;

(ii) in the case of short-time occasioned by a general breakdown of plant or machinery, or a threatened breakdown of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked: Provided that the employer shall, within 7 days of the working of such short-time, advise the Secretary of the Council thereof in writing;

(j) met die skriftelike toestemming van sy werknemer, 'n aftrekking vir kontant wat die werkgewer voorgeskiet het of vir goedere wat van die werkgewer aangekoop is;

(k) met die skriftelike toestemming van 'n werknemer, die ledegede vir 'n geregistreerde vakvereniging.

(7) *Aansporingskemas.*—(a) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousules 4 (1), 6 (9) en 9 van hierdie Ooreenkoms geregtig sou gewees het, mag 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat hy verrig. Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie behalwe in die vorm van 'n aansporingskema waarvoor daar ooreengekom is soos in paragrawe (b) en (c) hieronder bepaal.

(b) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers stig wat, na oorlegpleging met enigiemand van die vakverenigings wat 'n party by hierdie Ooreenkoms is en wie se lede daarby betrokke is, oor die bepalinge van so 'n skema ooreen mag kom.

(c) Die bepalinge van sodanige aansporingskema en van alle latere wysigings daarvan waarvoor daar ooreengekom mag word deur die Komitee, moet op skrif gestel en onderteken word deur die lede van die Komitee en mag nie deur die Komitee verander of deur enigiemand van die partye beëindig word nie tensy die party wat die Ooreenkoms wil verander of beëindig, die skriftelike kennis gegee het waarvoor die partye ooreengekom het toe hulle sodanige ooreenkoms aangegaan het.

(d) Die bepalinge van hierdie subklousule is nie op vakleerlinge van toepassing nie.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n stukwerker, mag nie meer beloop nie as—

(a) in die geval van bestelwamane, bestelwamane se assistente, leerling-bestelwamane of afleweringsassistente, inspekteurs, drywers of afleweringswerknemers—

(i) 49 in 'n week;

(ii) 10 tussen die ure 6 vm. en 6 nm. op 'n bepaalde dag, mits die weeklikse beperking van 49 nie oorskry word nie;

(b) in die geval van werknemers wat nie afleweringswerk doen nie, d.w.s. ander werknemers as dié in (a) hierbo genoem

(i) 46 in 'n week;

(ii) 8 op 'n bepaalde dag: Met dien verstande dat—

(I) waar die werkure van sodanige werknemers hoogstens 5 op 'n bepaalde dag in 'n week beloop, die beperking van 8 uur per dag op elkeen van die orige dae van die week oorskry kan word met hoogstens 'n halfuur;

(II) waar werk op hoogstens 5 dae in 'n week verrig word, die beperking van 8 uur per dag met hoogstens 1 uur en 15 minute op elkeen van sodanige dae oorskry mag word; indien die gewone ure as gevolg van sodanige verlenging nie meer as 46 in 'n week beloop nie.

(2) Die gewone werkure van 'n los werknemer of 'n stukwerker mag nie meer beloop nie as—

(i) in die geval van 'n bedryfsinrigting waarin daar 6 dae per week gewerk word, 8½ op 'n bepaalde dag;

(ii) in die geval van 'n bedryfsinrigting waarin daar 5 dae per week gewerk word, 9½ op 'n bepaalde dag.

(3) (a) (i) Behoudens die bepalinge van paragraaf (c) van hierdie subklousule mag geen bestelwa of ander voertuig wat die eiendom is van of gehuur of gebruik word deur 'n bakkerij en wat brood en/of banket bevat en mag geen werkgewer of werknemer die bedryfsinrigting van 'n werkgewer met brood en/of banket voor 7 vm. op enige dag van Maandag tot Vrydag en voor 6.30 vm. op Saterdag en op enige dag voor 'n openbare vakansiedag verlaat nie, en moet elke bestelwa of ander voertuig van 'n werkgewer en elke werkgewer en/of werknemer wat brood en/of banket aflewer en/of vervoer, nie later nie as 6 nm. op 'n bepaalde dag terugkeer na die bedryfsinrigting van die werkgewer of die plek waar die bestelwa of ander voertuig waarop hy werksaam is, gewoonlik gehou word, tensy die terugkeer van sodanige bestelwa of ander voertuig van 'n werkgewer of 'n werknemer verhinder word deur die Hoër Hand, 'n ongeluk, meganiese defek of ander oorsaak buite die beheer van

(j) with the written consent of his employee, a deduction for cash advanced by the employer or goods purchased from the employer;

(k) with the written consent of an employee a deduction for subscriptions to a registered trade union.

(7) *Incentive schemes.*—(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of Clauses 4 (1), 6 (9) and 9 of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in paragraph (b) and (c) hereunder.

(b) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which after consultation with any of the trade union parties to this Agreement whose members are involved may agree upon the terms of any such scheme.

(c) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the Agreement has, in writing, given the other party notice as may be agreed upon by the parties when entering such an Agreement.

(d) The provisions of this subclause shall not apply to apprentices.

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 or a jobber shall not exceed in the case of—

(a) vanmen, vanmen's assistants, learner vanmen or delivery assistants, inspectors, drivers or delivery employees—

(i) 49 in any week;

(ii) 10 on any day between the hours of 6 a.m. and 6 p.m. provided that the weekly limit of 49 be not exceeded;

(b) non-delivery employees, i.e. employees other than those specified in (a) above—

(i) 46 in any week;

(ii) 8 in any day: Provided that—

(I) where the hours of work of such employees do not exceed five on one day in any week the limit of eight hours a day may on each of the remaining days of the week be exceeded by not more than half an hour;

(II) where work is performed on not more than 5 days in any week the limit of 8 hours a day may be exceeded by not more than 1½ hours on each of such days;

if by such extension the ordinary hours do not exceed 46 in any week.

(2) The ordinary hours of work of a casual employee or a jobber shall not exceed—

(i) in the case of an establishment in which a 6-day week is observed, 8½ in any day;

(ii) in the case of an establishment in which a 5-day week is observed, 9½ in any day.

(3) (a) (i) Subject to the provisions of paragraph (c) of this subsection, no van or other vehicle which is owned, hired or used by any bakery, and which contains bread and/or confectionery shall leave the establishment of an employer, and no employer or employee shall leave the establishment of an employer with bread and/or confectionery earlier than 7 a.m. on any day from Monday to Friday and 6.30 a.m. on Saturdays and on any day preceding a public holiday, and each and every van or other vehicle of an employer shall return to the establishment or the place where the van or other vehicle is usually garaged, and each and every employer and/or employee engaged in the delivery and/or transport of bread and/or confectionery shall return to the employer's establishment or the place where the van or other vehicle on which he is operating is usually garaged not later than 6 p.m. on any day unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer and employee: Provided that where 2 non-delivery days follow consecutively,

die werkgewer en die werknemer: Met dien verstande dat waar 2 dae waarop daar nie afgelewer word nie, opmekaar volg, die tyd vir terugkeer op elkeen van die 2 dae onmiddellik voor sodanige tydperk waarin daar nie afgelewer word nie, verleng word tot 8 nm. en dat die begintyd op die dag voor sodanige tydperk waarin daar nie afgelewer word nie, vervroeg word tot 6 vm.; en voorts met dien verstande dat waar daar 3 of meer dae waarop daar nie afgelewer word nie, opmekaar volg, die tyd waarop die bedryfsinrigting op elkeen van die 2 dae onmiddellik voor sodanige tydperk waarin daar nie afgelewer word nie, verlaat kan word, vervroeg word tot 6 vm. en dat daar geen beperking is op die tyd waarop werkgewers of werknemers en voertuie op elkeen van genoemde 2 dae mag terugkeer nie. By die toepassing van hierdie voorbehoudsbepaling word openbare vakansiedae, die 2de Januarie en Sondae geag „dae waarop daar nie afgelewer word nie” te wees.

(a) (ii) Brood en/of banket mag nie vanuit 'n bedryfsinrigting verkoop en/of gelever word nie—

(A) na die tyd van die dag waarop bestelwaens en aflewingsvoertuie ingevolge paragrawe (a), (b) en (c) van hierdie subklousule na sodanige bedryfsinrigting moet terugkeer; en

(B) voor die tyd van die dag waarop aflewingsvoertuie toegelaat word om sodanige bedryfsinrigting ooreenkomstig genoemde paragrawe (a), (b) en (c) te verlaat; met dien verstande dat die verkoop en/of verskaffing van brood en/of banket, maar nie die aflewering daarvan nie, slegs op Maandae na 5 vm. by die bedryfsinrigting toegelaat mag word.

(b) Geen bestelwa of ander voertuig wat die eiendom is van, of gehuur of gebruik word deur 'n bakkerij, en geen werkgewer of werknemer mag brood en/of banket aan die Kaapstadse kant van die punte gespesifiseer in paragraaf (c) van hierdie subklousule, voor 7 vm. aflewer nie behalwe onder die omstandighede waarvoor daar in die voorbehoudsbepalings van paragraaf (a) (i) van hierdie subklousule voorsiening gemaak word, en onder sodanige omstandighede mag sodanige aflewings nie voor 6 vm. toegelaat word nie.

(c) Bestelwaens en ander voertuie en werkgewers en/of werknemers wat sodanige bestelwaens en/of ander voertuie vergesel, mag die bedryfsinrigting van 'n werkgewer hoogstens een uur vroeër as die vertrektyd gespesifiseer in paragraaf (a) (i) van hierdie subklousule, verlaat slegs wanneer hulle brood en/of banket gaan aflewer in die landdroststrikte Paarl, Somerset-Wes, Stellenbosch, Wellington, Malmesbury, Strand en die munisipale gebied van Kuilsrivier: Met dien verstande dat sodanige bestelwaens of ander voertuie en sodanige werkgewers of werknemers geen brood en/of banket voor 7.30 vm. aan die Kaapstadse kant van die volgende punte mag aflewer nie:—

(i) Die punt waar Milner- en Yorkweg mekaar in Windsor Estate, Kraaifontein, kruis;

(ii) Die punt waar Old Oakweg aansluit by die Ou Hoofpad tussen Kaapstad en Paarl.

(iii) Die punt waar Fishers- en Bottelaryweg mekaar kruis.

(iv) Die punt waar Bottelaryweg tussen Kaapstad en Stellenbosch en Van Riebeeckweg na Kuilsrivier bymekaar aansluit.

(v) Die punt te Faure waar die spoorlyn die pad tussen Kaapstad en Stellenbosch, oor Athlone, kruis.

(vi) Die punt waar Bloubergstrandweg by die Malmesburypad aansluit.

(vii) Die munisipale gebied van Durbanville (ook mag daar geen aflewings in die munisipale gebied van Durbanville self voor 7.30 vm. geskied nie);

voorts met dien verstande dat aflewings aan die Kaapstadse kant van die punte in hierdie subparagraaf genoem, nie mag geskied nie voor 7 vm. en 6.30 vm. onderskeidelik op die dae waarop bestelwaens of ander voertuie, werkgewers of werknemers toegelaat word om kragtens paragraaf (a) van hierdie subklousule om 6.30 vm. en 6 vm., na gelang van die geval, van die bedryfsinrigting in die werkgewer af te vertrek.

(d) Elke werkgewer moet sy volle naam en adres vertoon op alle bestelwaens en/of fietse en/of motorvoertuie wat hy in verband met die vervoer, verkoop of aflewering van brood en/of banket gebruik.

(3) *bis (a) Handel op Sondae.*—'n Werkgewer of 'n werknemer mag onder geen omstandighede hoegenaamd brood en/of banket tussen die ure 12-uur middernag op 'n Saterdag en 12-uur middernag op die daaropvolgende Sondag aflewer en/of verskaf en/of verkoop nie, en 'n werkgewer of 'n werknemer mag ook nie brood en/of banket tussen genoemde ure buite 'n bedryfsinrigting vervoer of toelaat dat brood en/of banket deur enigiemand of op enige manier tussen genoemde ure uit 'n bedryfsinrigting verwyder word nie: Met dien verstande dat skepsleweransiers toegelaat mag word om benodighede vir die verskaffing van voedsel aan skepe by 'n bedryfsinrigting af te haal.

the time for return shall on each of the 2 days immediately preceding such non-delivery period be extended to 8 p.m. and that on the day preceding such non-delivery period, the starting time shall be advanced to 6 a.m.; and provided further that where 3 or more non-delivery days follow consecutively, the time for leaving establishment shall, on each of the 2 days immediately preceding such non-delivery period be advanced to 6 a.m. and there shall be no restriction on the time by which employers or employees and vehicles must return on each of the said 2 days. For the purpose of this proviso, public holidays, the 2nd January and Sundays shall be regarded as "non-delivery days".

(a) (ii) Bread and/or confectionery shall not be sold and/or vehicles are required to return to such establishment in supplied from an establishment—

(A) after the time of the day by which van and delivery vehicles are required to return to such establishment in terms of paragraphs (a), (b) and (c) of this subclause, and

(B) earlier than the time of the day before which delivery vehicles are not permitted to leave such establishment in terms of the said paragraphs (a), (b) and (c): Provided that the sale and/or supply of bread and/or confectionery, but not the delivery thereof, may be permitted at the establishment after 5 a.m. on Mondays only.

(b) No van or other vehicle owned, hired or used by any bakery and no employer or employee shall deliver bread and/or confectionery on the Cape Town side of the points specified in paragraph (c) of this subclause before 7 a.m., except in the circumstances provided for in the provisos to paragraph (a) (i) of this subclause, in which circumstances no such deliveries shall be permitted prior to 6 a.m.

(c) Vans and other vehicles and employers and/or employees accompanying such vans and/or other vehicles, may only when proceeding to deliver bread and/or confectionery in the Magisterial Districts of Paarl, Somerset West, Stellenbosch, Wellington, Malmesbury, Strand and the Municipal Area of Kuils River, leave the establishment of an employer not more than 1 hour earlier than the time specified for leaving the establishment in paragraph (a) (i) of this subclause: Provided that such vans or other vehicles and such employers or employee shall not effect any deliveries before 7.30 a.m. on the Cape Town side of the following points:—

(i) The point where Milner and York Roads cross in Windsor Estate, Kraaifontein.

(ii) The point where the Old Oak Road converges on the Old Main Road between Cape Town and Paarl.

(iii) The point where Fisher's and Bottelary Roads cross.

(iv) The point where Bottelary Road between Cape Town and Stellenbosch and Van Riebeeck Road to Kuils River converge.

(v) The point at Faure where the railway line crosses the road via Athlone between Cape Town and Stellenbosch.

(vi) The point where Blaauwberg Strand Road meets the Malmesbury Road.

(vii) The Municipal Area of Durbanville (nor shall deliveries be effected in the Municipal Area of Durbanville itself prior to 7.30 a.m.):

Provided further that deliveries may be effected on the Cape Town side of the points mentioned in this subparagraph not earlier than 7 a.m. and 6.30 a.m. respectively on the days on which vans or other vehicles, employers or employees are permitted, in terms of paragraph (a) of this subsection, to leave the establishment of the employer at 6.30 a.m. and 6 a.m. as the case may be.

(d) Every employer shall display his full name and address on all vans and/or bicycles and/or motor vehicles used by him in connection with the conveyance, sale or delivery of bread and/or confectionery.

(3) *bis (a) Sunday trading.*—In no circumstances whatsoever shall an employer or employee deliver and/or supply and/or sell bread and/or confectionery between the hours of 12 midnight on any Saturday and 12 midnight on the succeeding Sunday, nor shall an employer or an employee transport bread and/or confectionery outside an establishment or allow the removal of bread and/or confectionery by any person or means whatsoever from an establishment between the said hours: Provided that ship chandeliers may be permitted to collect from an establishment requirements for the supplying of ships.

(b) *Openbare vakansiedae*.—'n Werkgever of 'n werknemer mag nie op 2 Januarie of op enige van ondergenoemde wetteregtelike openbare vakansiedae brood en/of banket buite 'n bedryfsinrigting aflewer en/of vervoer nie:—

Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

Indien enige van hierdie openbare vakansiedae op 'n Sondag val, moet die Maandag wat onmiddellik op sodanige Sondag val, by die toepassing van hierdie klousule geag word die betrokke openbare vakansiedag te wees, en indien Tweede Kersdag op 'n Maandag val, moet die Dinsdag wat onmiddellik op sodanige Maandag volg, geag word Tweede Kersdag te wees.

(4) *Etenspouse*.—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om vir langer as 5 uur aaneen sonder 'n pouse van minstens 1 uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie: Met dien verstande dat—

(i) as sodanige pouse langer as 1 uur duur, enige tydperk van langer as 1 uur en 15 minute geag moet word gewone werkure te wees;

(ii) werktidperke wat onderbreek word deur 'n pouse van minder as 1 uur, geag moet word aaneenlopend te wees.

(5) *Werkure moet agtereenvolgend wees*.—Alle werkure moet, behoudens die bepalinge van subklousule (4), agtereenvolgend wees.

(6) *Oortydwerk*.—Alle tyd wat daar langer gewerk word as die getal ure wat ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf word, word geag oortydwerk te wees.

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

(a) 10 uur in 'n week te werk nie;

(b) 2 uur op 'n bepaalde dag te werk nie.

(8) *Vroulike werknemer*.—'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat—

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

(b) om na 1-uur nm. op meer as 5 dae in 'n bepaalde week te werk nie;

(c) om oortyd vir meer as 2 uur op 'n bepaalde dag te werk nie;

(d) om oortyd op meer as 3 agtereenvolgende dae te werk nie;

(e) om oortyd op meer as 60 dae in 'n jaar te werk nie;

(f) om na voltooiing van haar gewone werkure vir meer as 1 uur op 'n bepaalde dag oortyd te werk nie tensy hy—

(i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of

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

(iii) aan sodanige werknemer 25 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sy met sodanige oortyd moet begin.

(9) *Betaling vir oortydwerk*.—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het, besoldig teen minstens 1½ maal sy gewone loon: Met dien verstande dat waar oortyd wat op 'n daaglikse grondslag bereken word, in enige week verskil van die oortyd wat op 'n weeklikse grondslag bereken word, dié grondslag wat die grootste hoeveelheid oortydwerk gedurende die week lewer, aanvaar moet word.

(10) *Voorbehoudsbepalinge*.—(a) Die bepalinge van hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom 'n vry dag van 24 agtereenvolgende ure ten opsigte van elke week diens verleen: Met dien verstande—

(i) dat sodanige werkgever geen bedrag van sy werknemer se loon ten opsigte daarvan aftrek nie;

(ii) dat sodanige werkgever, in plaas daarvan dat hy sy wag so 'n vry dag verleen, die wag die loon betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie aan hom verleen is nie.

(b) Die bepalinge van subklousules (4), (5) en (7) is nie van toepassing nie op 'n manlike werknemer wat besig is met werk wat deur 'n onklaarraking van installasie of masjinerie of noodwerk noodsaaklik gemaak is.

(11) Elke werkgever moet 'n tydstaat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, vir elke departement in sy bedryfsinrigting hou of laat hou. Die besonderhede wat gevra word, moet daaglik met ink of 'n inktlood ingevul

(b) *Public holidays*.—An employer or an employee shall not deliver and/or transport bread and/or confectionery outside an establishment on 2 January or on any of the following statutory public holidays:—

New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

For purposes of this clause, should any of these public holidays fall on a Sunday the Monday immediately following such Sunday shall be deemed to be the public holiday in question, and should Boxing Day fall on a Monday, the Tuesday immediately following such Monday shall be deemed to be Boxing Day.

(4) *Meal breaks*.—An employer shall not require or permit his employee to work for more than 5 hours continuously without an interval of not less than 1 hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(i) if such interval be for longer than one hour, any period in excess of 1½ hours shall be deemed to be ordinary hours of work;

(ii) periods of work interrupted by an interval of less than 1 hour shall be deemed to be continuous.

(5) *Hours of work to be consecutive*.—Save as provided in subclause (4), all hours of work shall be consecutive.

(6) *Overtime*.—All time worked in excess of the number of hours prescribed in respect of a day or a week 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) 10 hours in any week;

(b) 2 hours in any day.

(8) *Female employee*.—An employer shall not require or permit a female employee—

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

(b) to work after 1 o'clock p.m. on more than 5 days in any week;

(c) to work overtime for more than 2 hours on any day;

(d) to work overtime on more than 3 consecutive days;

(e) to work overtime on more than 60 days in any year;

(f) to work overtime after completion of her ordinary hours of work for more than 1 hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal before commencement of such overtime; or

(iii) paid to such employee 25 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for overtime*.—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than 1½ times his ordinary wage: Provided that where in any week overtime calculated on a daily basis, differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) *Savings*.—(a) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of 24 consecutive hours in respect of every week of employment: Provided—

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

(ii) that an 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.

(b) The provisions of subclauses (4), (5) and (7) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or emergency work.

(11) Each employer shall keep or cause to be kept for each department of his establishment a time sheet in the form prescribed in Annexure A to this Agreement. The particulars called for shall be filled in daily in ink or indelible pencil and be

word, moet gewaarmerk word deur die voorman van die betrokke departement en moet in 'n opvallende plek in die bedryfsinrigting opgeplak word ten einde die betrokke werknemers in staat te stel om geredelik toegang daartoe te verkry en dit deur te lees; 'n werkgewer moet sodanige tydstate op dié manier en op dié plek wat die Raad skriftelik mag beveel, opplak, en hy moet sodanige tydstate hou vir 'n tydperk van minstens 3 jaar: Met dien verstande dat die tydstate wat in hierdie subklousule bedoel word, deur 'n outomatiese klokkaartregister vervang kan word op voorwaarde dat sodanige register al die inligting bevat wat in Aanhangel A vereis word.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet, behoudens die bepalinge van subklousule (2), ten opsigte van elke voltooië jaar diens by hom, aan sy werknemer die volgende verlof verleen—

(a) in die geval van 'n wag, 3 agtereenvolgende weke verlof;

(b) in die geval van elke ander werknemer, 2 agtereenvolgende weke verlof;

met volle betaling teen minstens die loon wat die werknemer onmiddellik voor die begin van sodanige verlof ontvang het; met dien verstande dat sodanige loon nie minder mag wees nie as dié wat in subklousule (1) van klousule 4 van hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

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

(i) indien sodanige verlof nie vroeër verleen is nie, dit verleen moet word binne 2 maande na die voltooiing van die jaar diens waarop dit betrekking het;

(ii) die tydperk van sodanige verlof nie met siekteverlof wat ingevolge klousule 8 verleen is of met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan, mag saamval nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat gedurende die jaar diens waarop die jaarlikse verloftydperk betrekking het, op die skriftelike versoek van sy werknemer verleen is, van sodanige verloftydperk mag aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof soos in subklousule (1) bedoel, moet voor of op die laaste werkdag voor die datum waarop sodanige verlof begin, betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die verloftydperk wat in subklousule (1) bedoel word, aangebreek het, moet, behoudens die bepalinge van die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging betaling in plaas van sodanige verlof ontvang en ten opsigte van elke voltooië maand van sodanige tydperk van minder as 1 jaar minstens die volgende betaal word—

(i) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, een vierde;

(ii) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een sesde;

van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het en bereken op minstens die loon wat die werknemer onmiddellik voor sodanige beëindiging ontvang het: Met dien verstande dat sodanige loon nie minder mag wees nie as dié wat vir 'n werknemer van sy klas in subklousule (1) van klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n verloftydperk geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by beëindiging dié bedrae ten opsigte van verlof betaal word wat in subklousules (1) en (4) bedoel word.

(6) (A) By die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit wat 'n werknemer—

(a) met verlof kragtens subklousule (1) afwesig is;

(b) afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ontvang;

(c) van sy werk afwesig is op las of op versoek van sy werkgewer;

(d) met siekteverlof kragtens klousule 8 afwesig is;

authenticated by the foreman of the department concerned and posted up in a prominent position in the establishment so as to enable the employees concerned to have ready access thereto and to examine same; an employer shall be obliged to post such time sheets in such manner and in such place as the Council may, in writing, direct and he shall retain such time sheets for a period of not less than three years: Provided that an automatic clock card record may be substituted for the time sheets referred to in this subclause, on condition that such record shall contain all the information set out in Annexure A.

7. ANNUAL LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee in respect of each completed year of employment with him—

(a) in the case of a watchman, 3 consecutive weeks' leave.

(b) in the case of every other employee, 2 consecutive weeks' leave;

on full pay at a rate not less than the wage the employee was receiving immediately prior to the commencement of such leave: Provided that such wage shall not be less than that prescribed for an employee of his class in subclause (1) of clause 4 of this Agreement.

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

(i) if such leave has not been granted earlier it shall be granted within 2 months of the completion of the year of employment to which it relates;

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

(iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;

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

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

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

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

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

of the weekly wage which he was receiving immediately before the date of such termination at a rate not less than the wage the employee was receiving immediately prior to such termination: Provided that such wage shall not be less than that prescribed for an employee of his class in subclause (1) of clause 4 of this Agreement.

(5) An employee who has become entitled to a period of leave in terms of subclause (1), and whose contract of employment terminates before such leave has been granted, shall upon termination be paid in respect of leave the amounts referred to in subclauses (1) and (4).

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

(a) absent on leave in terms of subclause (1);

(b) absent on military training, in pursuance of the Defence Act, 1957;

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

(d) absent on sick leave in terms of clause 8;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke ten opsigte van items (a), (c) en (d), plus enige tydperk van militêre opleiding van hoogstens 4 maande wat hy in daardie jaar ondergaan het, beloop en word „diens” geag te begin—

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

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

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die jongste datum.

(B) By die toepassing van hierdie klousule sluit die uitdrukking „werkgever” die volgende in—

(a) in die geval van die dood van 'n werkgever, die eksekuteur van sy boedel of sy erfgenaam of sy legataris; en

(b) in die geval van die insolvensie van 'n werkgever of die likwidasië van sy boedel of die oordrag of verkoop van sy sakeonderneming, die trustee of likwidateur of die nuwe eienaar van die sakeonderneming;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar sodanige werknemer in sy diens hou.

(7) *Rooster van jaarlikse verlof*.—Elke werkgever moet 'n register van jaarlikse verlof, wat ten opsigte van elke persoon in sy diens die volgende besonderhede meld, bygewerk hou:—

(a) Naam van werknemer;

(b) datum van indiensneming;

(c) datum van laaste verlof;

(d) tydperke van lopende verlof;

(e) opmerkings;

(f) datum van diensbeëindiging;

(g) betaling vir *pro rata*-verlof by beëindiging van diens.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na 1 maand diens by hom van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag meegebring is nie, uitgesonderd 'n ongeval wat kragtens die Ongevallewet, 1941, vergoedbaar is—

(a) in die geval van 'n werknemer wat 6 dae per week werk, 12 werkdag;

(b) in die geval van 'n werknemer wat 5 dae per week werk, 10 werkdag; en

(c) in die geval van 'n wag wat 7 dae per week werk, 14 werkdag

siekteverlof (altesaam) gedurende enige tydperk van 1 jaar diens by hom verleen en hom ten opsigte van die tydperk van afwesigheid ooreenkomstig die bepaling hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n werkgever kan vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se siekte meld, ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgelê moet word as 'n voorafgestelde voorwaarde vir die betaling, deur hom, van enige bedrag ten opsigte van sodanige afwesigheid; en voorts met dien verstande dat waar daar, by wyse van 'n ooreenkoms tussen 'n werkgever en sy werknemers of tussen 'n werkgever en 'n geregistreerde vakvereniging, in 'n bedryfsinrigting 'n siekteby-stands- of voorsorgfonds bestaan of gestig word waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit 'n werknemer in die geval van afwesigheid van werk weens siekte of 'n ongeluk, (uitgesonderd 'n ongeluk wat ingevolge die Ongevallewet, 1941, vergoedbaar is) altesaam in 'n bepaalde jaar minstens 'n bedrag gelyk aan sy volle loon vir 2 weke ten opsigte van sodanige afwesigheid kan ontvang onder omstandighede wat vir die werknemer wesenlik nie minder gunstig is nie as hierdie bepaling, die bepaling van hierdie klousule nie van toepassing is nie.

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (c) and (d), plus any period of military training not exceeding 4 months, undergone in that year, and shall be deemed to commence—

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

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

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

(B) For the purpose of this clause the expression “employer” shall include—

(a) in the case of the death of an employer, the executor of his estate, or his heir, or legatee; and

(b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business; if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) *Roster of annual leave*.—Every employer shall provide and shall maintain up to date a record of annual leave showing in respect of each person in his employ the following particulars:—

(a) Name of employee;

(b) date of employment;

(c) date of last leave;

(d) periods of current leave;

(e) remarks;

(f) date of termination of service;

(g) *pro rata* leave paid on termination of service.

8. SICK LEAVE.

(1) An employer shall grant to his employee after 1 month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941—

(a) in the case of an employee who works a 6-day week, 12 work days;

(b) in the case of an employee who works a 5-day week, 10 work days; and

(c) in the case of a watchman who works a 7-day week, 14 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which in respect of the said sick fund an employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for 2 weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

(2) Indien 'n werknemer weens siekte of 'n ongeluk wat nie aan sy eie wangedrag te wyte is nie (uitgesonderd 'n ongeluk wat ingevolge die Ongevallewet, 1941, vergoedbaar is), afwesig is vir 'n ononderbroke tydperk wat langer is as die betrokke getal dae genoem in paragrawe (a), (b) en (c) van subklousule (1) hiervan, en as sodanige werknemer vir die tydperk van 3 jaar onmiddellik voor sodanige afwesigheid by dieselfde werkgever in diens was sonder dat hy gedurende daardie tydperk van 3 jaar weens siekte of 'n ongeluk van sy werk afwesig was op meer as 4 werkdade, moet sy werkgever aan genoemde werknemer ten opsigte van sodanige ononderbroke tydperk van afwesigheid wat langer is as die betrokke getal dae genoem in paragrawe (a), (b) en (c) van subklousule (1) hiervan, of—

(a) 'n addisionele 30 werkdade siekteverlof verleen indien die werknemer 6 dae per week werk, 'n addisionele 25 werkdade siekteverlof as hy 5 dae per week werk en 'n addisionele 35 werkdade siekteverlof in die geval van 'n wag wat 7 dae per week werk; of

(b) die tydperk gemeld in 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die duur van die werknemer se siekte meld, verleen;

naamlik die kortste tydperk, en hom ten opsigte van sodanige afwesigheid minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat die voorbehoudsbepalings van subklousule (1) hiervan ook van toepassing is op die addisionele siekteverlof waarvoor daarin hierdie subklousule voorsiening gemaak word; en voorts met dien verstande dat daar nie van die werkgever vereis mag word nie om siekteverlof vir langer as die tydperk wat as die duur van die werknemer se siekte gemeld word in die mediese sertifikaat in die voorbehoudsbepaling van subklousule (1) hiervan bedoel, te verleen nie.

(3) Die siekteverloftydperk waarvoor daar in subklousule (1) van hierdie klousule voorsiening gemaak word, moet in die geval van 'n werknemer wat 5 dae per week werk, met 10 werkdade en in die geval van 'n werknemer wat 6 dae per week werk, met 12 werkdade verleng word in enige jaar diens wat onmiddellik volg op 'n tydperk van minstens 2 jaar diens by dieselfde werkgever en waarin hy elke jaar nie meer as 5 werkdade siekteverlof in die geval van 'n werknemer wat 5 dae per week werk en 6 werkdade siekteverlof in die geval van 'n werknemer wat 6 dae per week werk, gehad het nie: Met dien verstande dat—

(a) niks in hierdie klousule vervat, vereis dat 'n totale tydperk van siekteverlof wat langer is as dié waarvoor daar in subklousule (2) van hierdie klousule voorsiening gemaak word, gedurende 'n bepaalde jaar verleen moet word nie;

(b) die voorbehoudsbepalings van subklousule (1) hiervan ook van toepassing is op die addisionele siekteverlof waarvoor daar in hierdie subklousule voorsiening gemaak word;

(c) daar nie van die werkgever vereis mag word om aan 'n werknemer langer siekteverlof as die tydperk wat as die duur van die werknemer se siekte gemeld word in die mediese sertifikaat in die voorbehoudsbepaling van subklousule (1) hiervan bedoel te verleen nie.

(4) By die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof met volle besoldiging en moet sodanige verlof verleen word, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag en moet ten opsigte van elke sodanige vakansiedag minstens sy dagloon betaal word: Met dien verstande dat wanneer sodanige vakansiedag op 'n Saterdag val, die bepaling van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat 5 dae per week werk nie behalwe dat daar van sodanige werknemer vereis mag word om op sodanige vakansiedag te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, 'n stukwerker of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die bedrag betaal wat in subklousule (1) bedoel word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(b) Wanneer 'n los werknemer of 'n stukwerker op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer of 'n stukwerker, na gelang van die geval, voorgeskryf word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon gedeel deur 8.

(2) If any employee is absent from work due to sickness or accident not caused by his own misconduct (other than an accident compensable under the Workmen's Compensation Act, 1941), for a continuous period in excess of the relative number of days specified in paragraphs (a) (b) and (c) of subclause (1) hereof, and if such employee has for the 3-year period immediately preceding such absence been in the employ of the same employer without during that period of 3 years having been absent from work due to sickness or accident on more than 4 work days, his employer shall grant to the said employee in respect of such continuous period of absence in excess of the relative number of days specified in paragraphs (a) (b) and (c) of subclause (1) hereof, either—

(a) an additional 30 work days' sick leave if the employee works a 6-day week, an additional 25 work days' sick leave if he works a 5-day week and an additional 35 work days' sick leave in the case of a watchman who works a 7-day week;

(b) the period specified in a certificate signed by a registered medical practitioner as being the duration of the employee's illness;

whichever is the shorter period, and shall pay him in respect of such absence not less than the wage he would have received had he worked during that period: Provided that the provisos to subclause (1) hereof shall also apply to the additional sick leave provided for in this subclause; and provided further that the employer shall not be required to grant an employee sick leave in excess of the period specified as the duration of the employee's illness in the medical certificate referred to in the proviso to subclause (1) hereof.

(3) The period of sick leave provided for in subclause (1) of this clause shall be extended by 10 work days in the case of an employee who works a 5-day week, and 12 work days in the case of an employee who works a 6-day week, in any year of employment immediately following a period of at least 2 years of employment with the same employer during each year of which he has not had more than 5 work days' sick leave in the case of an employee working a 5-day week and 6 work days' sick leave in the case of an employee who works a 6-day week: Provided that—

(a) nothing in this clause shall require the granting of a total period of sick leave during any one year, in excess of that provided for in subclause (2) of this clause;

(b) the provisos to subclause (1) hereof shall also apply to the additional sick leave provided for in this subclause;

(c) the employer shall not be required to grant to an employee sick leave in excess of the period specified as the duration of the employee's illness in the medical certificate referred to in the proviso to subclause (1) hereof.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public holidays.*—An employee, other than a watchman, shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, and shall be paid not less than his daily wage in respect of each such holiday: Provided further that when such holiday falls on a Saturday, the provisions of this subclause shall not apply in respect of an employee who works a 5-day week except that such employee may be required to work on such holiday.

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a casual employee, a jobber or a watchman, works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in subclause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee or a jobber works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee or a jobber, as the case may be, plus in respect of each hour or part of an hour so worked, such wage divided by 8.

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

(a) die werknemer—

(i) as hy aldus werk vir 'n tydperk van hoogstens 4 uur, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy aldus werk vir 'n tydperk van langer as 4 uur, 'n besoldiging van minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging teen minstens dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer besoldig teen minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae na sodanige Sondag 1 dag vakansie verleen en hom ten opsigte daarvan teen minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. GETALSVERHOUDING.

(1) 'n Werkgever moet minstens 1 voormanbakker en/of 1 voormanbanketbakker in sy diens hê voordat hy 'n bakker en/of banketbakker in diens mag neem.

(2) 'n Werkgever moet in elke bedryfsinrigting 1 bakker en/of 1 banketbakker in diens hê voordat hy 'n bakkers- en/of banketbakkersassistent in diens mag neem.

(3) 'n Werkgever moet in elke bedryfsinrigting 1 voormanbakker en/of een voormanbanketbakker in diens hê voordat hy 'n bakker en/of banketbakker in sodanige bedryfsinrigting in diens mag neem, en daar moet gedurende die hele werktydperk van elke bedryfsinrigting 'n voorman aanwesig wees: Met dien verstande dat 'n bakker en/of banketbakker in die afwesigheid van 'n voorman vir hoogstens 4 uur gebruik kan word om deeg te berei.

(4) Vir elke voormanbakker en 'n bakker of vir elke voormanbanketbakker en 'n banketbakker mag 'n werkgever hoogstens 4 bakkersassistentie of 4 banketbakkersassistentie, onderskeidelik, in diens neem, en vir elke addisionele bakker of banketbakker wat in 'n bedryfsinrigting werksaam is, mag daar hoogstens 2 addisionele bakkersassistentie of banketbakkersassistentie, onderskeidelik, in diens geneem word: Met dien verstande dat 'n werkgever nie 'n bakkersassistent of 'n banketbakkersassistent in diens mag neem nie tensy daar ten minste onderskeidelik 1 bakker of 1 banketbakker uitsluitlik of hoofsaaklik in die bedryfsinrigting werksaam is in verband met die werklike produksie van brood of banket, na gelang van die geval.

(5) 'n Werkgever wat uitsluitlik of hoofsaaklik die werk van 'n voormanbakker of voormanbanketbakker verrig, mag by die toepassing van hierdie klousule en slegs vir 1 skof op 'n bepaalde dag geag word 'n voormanbakker of 'n voormanbanketbakker, na gelang van die geval, te wees: Met dien verstande egter dat geen werkgever wat hoofsaaklik of uitsluitlik die werk van 'n voormanbakker en/of voormanbanketbakker, na gelang van die geval, verrig, by die toepassing van hierdie klousule geag word 'n voormanbakker of voormanbanketbakker te wees nie tensy hy dwarsdeur die hele werktydperk van sodanige skof voortaanwesig was.

11. STUKWERK OF TAAKWERK.

'n Werkgever mag nie sy werknemer toelaat om stukwerk of taakwerk te verrig nie en geen werknemer mag sodanige stukwerk of taakwerk verrig nie.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet enige uniform, oorpak of beskermende klere wat hy vereis dat sy werknemer moet dra of wat hy by wet of regulasie verplig word om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou, en sodanige uniform, oorpak en beskermende klere bly die eiendom van die werkgever. Ingeval sodanige artikel weens opsetlike nalatigheid of vernietiging verlore raak of onbruikbaar word, is die werkgever egter daarop geregtig om, ter vervanging daarvan, 'n bedrag, waarvoor daar ooreengekom moet word, van die loon van die betrokke werknemer af te trek. Ingeval daar 'n verskil ontstaan, moet die vraagstuk omtrent die bedrag wat aldus betaalbaar is, deur die werkgever of die werknemer na die Raad verwys word, en die beslissing van die Raad is finaal.

(3) *Payment for work on Sundays.*—Whenever an employee other than a watchman, works on a Sunday, his employer shall either—

(a) pay to the employee—

(i) he so works for a period not exceeding 4 hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding 4 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

(b) pay the employee remuneration at a rate not less than 1½ times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within 7 days of such Sunday 1 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.

10. PROPORTION OR RATIO.

(1) An employer shall employ at least 1 foreman baker and/or 1 foreman confectioner before a baker and/or confectioner may be employed by him.

(2) An employer shall in each establishment employ 1 baker and/or 1 confectioner before a baker's and/or confectioner's assistant may be employed by him.

(3) An employer shall in each establishment employ 1 foreman baker and/or foreman confectioner before he may employ a baker and/or confectioner in such establishment and a foreman shall be present and on duty during the whole of a working period of each establishment: Provided that a baker and/or confectioner may be employed in preparing dough for not more than 4 hours in the absence of a foreman.

(4) For each foreman baker and a baker or for each foreman confectioner and a confectioner an employer may employ not more than 4 baker's assistants or 4 confectioner's assistants, respectively, and for each additional baker or confectioner employed in an establishment, not more than 2 additional baker's assistants or confectioner's assistants, respectively, may be employed: Provided that an employer shall not employ a baker's assistant or a confectioner's assistant respectively, unless there is at least 1 baker or 1 confectioner wholly or mainly employed in the establishment on the actual production of bread or confectionery, as the case may be.

(5) An employer who is wholly or mainly engaged in performing the work of a foreman baker or foreman confectioner may for the purpose of this clause and for only 1 shift on any one day be deemed to be a foreman baker or foreman confectioner, as the case may be: Provided, however, that no employer who is wholly or mainly engaged in performing the work of a foreman baker and/or confectioner, as the case may be, shall be deemed to be a foreman baker or foreman confectioner for the purpose of this clause, unless he shall have been present continuously throughout the whole of the working period of such shift.

11. PIECE-WORK OR TASK-WORK.

An employer shall not permit his employee to perform nor shall an employee perform piece-work or task-work.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, free of charge, any uniform, overalls or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee and such uniforms, overalls and protective clothing shall remain the property of the employer. In the event of any such article being lost or rendered useless by wilful neglect or destruction the employer shall, however, be entitled to deduct from the wages of the employee concerned an amount to be agreed on in replacement thereof; in the case of any dispute, the question of the amount so payable shall be referred to the Council by the employer or the employee and the decision of the Council shall be final.

13. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN 15 JAAR.

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

14. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer of 'n stukwerker, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak, die besoldiging ten tyde van sodanige beëindiging en die datum van die laaste loonsverhoging meld.

15. BEEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

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

(b) die bepalinge van 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemers wat voorsiening maak vir 'n kennisgewingtermyn wat vir albei partye ewe lank en langer is as 1 week;

moet 'n werkgewer en sy werknemer, uitgesonderd 'n los werknemer, gedurende die eerste maand diens minstens 24 uur vooraf en daarna minstens 1 week vooraf kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) 'n Werkgewer of sy werknemer mag die dienskontrak sonder kennisgewing beëindig, en in so 'n geval moet die werkgewer die volgende betaal of die werknemer die volgende verbeur, na gelang van die geval:—

(a) In die geval van 'n werknemer wat nie meer as 1 maand diens by die betrokke werkgewer voltooi het nie, een-sesde van die weekloon wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

(b) in die geval van 'n werknemer wat meer as 1 maand diens by die betrokke werkgewer voltooi het, die weekloon wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgewer daartoe geregtig om, indien enige bedrag wat hy aan 'n werknemer by wyse van loon verskuldig is, onvoldoende is vir die volle bedrag van die verbeuring wat in subklousule (2) van hierdie klousule-bedoel word, sodanige bedrag af te trek van ander voordele (as daar is) wat ten tyde van die beëindiging van die dienskontrak sodanige werknemer mag toekom.

By die toepassing van hierdie subklousule word enige bedrag wat ingevolge subklousules (4) en (5) van klousule 7 van hierdie Ooreenkoms verskuldig is, ook geag 'n voordeel te wees wat die werknemer toekom.

(4) Wanneer daar ooreenkomsig subklousule (1) (b) van hierdie klousule 'n ooreenkoms aangegaan word, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waarvoor daar ooreengekom word.

(5) Die kennis wat in subklousule (1) bedoel word, loop vanaf die dag waarop dit gegee word: Met dien verstande dat die kennisgewingtermyn nie mag saamval met en kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ooreenkomsig klousule 7 of siekteverlof ooreenkomsig klousule 8 of afwesigheid weens militêre opleiding nie.

16. VRYSTELLINGS.

(1) Behoudens die bepalinge van subklousules (2) en (3) van hierdie klousule, mag die Raad om 'n afdoende rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk vasstel wat sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na 1 week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingserifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

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

14. CERTIFICATE OF SERVICE.

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

15. TERMINATION OF CONTRACT.

(1) Subject to—

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

(b) the provisions of any written Agreement between an employer and his employees which provides for a period of notice of equal duration on both sides and for longer than 1 week;

an employer and his employee, other than a casual employee, shall give not less than 24 hours' notice during the first month of employment and thereafter not less than 1 week's notice of his intention to terminate the contract of employment.

(2) An employer or his employee may terminate the contract of employment without notice in which case the employer shall pay or the employee shall forfeit as the case may be—

(a) in the case of the employee who has not completed more than 1 month's employment with the employer in question, one-sixth of the weekly wage which such employee was receiving immediately before the date of such termination;

(b) in the case of an employee who has completed more than 1 month's employment with the employer in question, the weekly wage which such employee was receiving immediately before the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in subclause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this subsection any payment which may be due to an employee in terms of subclauses (4) and (5) of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of subclause (1) (b) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run, concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8, or military training.

16. EXEMPTIONS.

(1) Subject to the provisions of subclauses (2) and (3) of this clause, the Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, 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 exemption licence whether or not the period for which exemption was granted has expired.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

17. JUISTHEID VAN REGISTERS.

'n Werkgewer en/of 'n werknemer mag geen besonderhede, inligting of gegewens wat hy moet aanteken en/of op 'n vorm, register, betaalkoevert, opgawe of ander dokument waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, moet verstrek, verkeerd invul of laat invul nie.

18. UITGAWES VAN DIE RAAD.

(1) Die uitgawes van die Raad moet soos volg bestry word:—

Elke werkgewer moet 6 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n weekloon van meer as R8.60 in hierdie Ooreenkoms voorgeskryf word.

Elke werkgewer moet 3 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n weekloon van hoogstens R8.60 in hierdie Ooreenkoms voorgeskryf word.

By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand vir maand en wel nie later nie as die vyftiende dag van elke maand, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgewer moet, wanneer die bedrag wat betaalbaar is, ingevolge subklousule (1) aangestuur word, 'n opgawe van die getal werknemers in sy diens, vir elke week of elke kalendermaand aan die Raad voorleë op die vorm wat die Raad in die vorm van Aanhangsel B van hierdie Ooreenkoms verskaf.

19. AGENTE.

Die Raad moet 1 of meer gespesifiseerde persone as agente aanstel om die Raad te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee, en dit is die plig van elke werkgewer en elke werknemer om sodanige agent(e) toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

20. VERTEENWOORDIGER VAN VAKVERENIGING IN RAAD.

Werkgewers moet aan enigeen van hul werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite gee om sy pligte in verband met die werk van die Raad uit te voer.

21. UITLEG VAN OOREENKOMS.

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

22. BESTAANDE KONTRAKTE.

'n Dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is, is onderworpe aan die bepalings van hierdie Ooreenkoms.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat by regulasie kragtens die Wet voorgeskryf is, in sy bedryfsinrigting opklap en opgeplak hou op 'n opvallende plek wat geredelik toeganklik vir sy werknemers is, en 'n werkgewer is verplig om 'n kopie van hierdie Ooreenkoms op dié plek en op dié manier te vertoon wat die Raad skriftelik mag gelas.

Namens die partye op hede die 4de dag van Januarie 1968 te Kaapstad onderteken.

E. C. DUNNE, *Voorsitter.*
S. B. LOTTER, *Ondervoorsitter.*
W. P. COTTEN, *Sekretaris.*

(3) The Secretary of the Council shall issue to every person granted exemption 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 subject to which exemption is granted; and
- (d) the period during which the exemption shall operate.

17. ACCURACY OF RECORDS.

An employer and/or an employee shall not record incorrectly any particulars, information or data which he is required to record and/or submit on any forms, records, pay envelopes, returns or other documents provided for in this Agreement.

18. EXPENSES OF THE COUNCIL.

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

6 cents per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage of more than R8.60 has been prescribed in this Agreement.

3 cents per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage not exceeding R8.60 has been prescribed in this Agreement.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the 15th day of each month the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall, when forwarding the amount payable, in terms of subclause (1) submit a return to the Council of the number of employees employed by him for each week or each calendar month on the form supplied by the Council in the form of Annexure B to this Agreement.

19. AGENTS.

The Council shall appoint one or more specified persons as agents to assist the Council in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such agent(s) to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

20. TRADE UNION REPRESENTATIVE ON COUNCIL.

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

21. INTERPRETATION OF AGREEMENT.

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

22. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

23. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act and an employer shall be obliged to exhibit a copy of this Agreement in such place and in such manner as the Council may, in writing, direct.

Signed at Cape Town, on behalf of the parties, on this 4th day of January 1968.

E. C. DUNNE, *Chairman.*
S. B. LOTTER, *Vice-Chairman.*
W. P. COTTEN, *Secretary.*

AANHANGSEL B

OPGAWE VAN WERKNEMERS VIR WIE HEFFINGS
BETAAL WORD.

Vaste werknemers: Heffing 6c per week. (Van werknemers vir wie 'n minimum loon van meer as R8.60 voorgeskryf is.)

Getal	Stukwerkers:	Datum
Getal		
_____	vir week geëindig _____	
_____	vir week geëindig _____	
_____	vir week geëindig _____	
_____	vir week geëindig _____	
_____	vir week geëindig _____	

Totaal: (vaste werknemers en stukwerkers) _____ Werknemers teen 6c per week vir _____ weke: R _____

Werkgewers se totale aandeel: _____

Werknemers teen 6c per week vir _____ weke: R _____

Heffing van 3c per week. (Van werknemers vir wie 'n minimum loon van hoogstens R8.60 per week voorgeskryf is.)

Getal	Datum
werknemers.	
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	Werknemers teen 3c per week vir _____ weke: R _____

TOTAAL..... per week vir _____ weke: R _____

Werkgewers se totale aandeel: _____

Werknemers teen 3c per week vir weke: R

Bedrag van tjek R _____

No. R. 345.] [8 Maart 1968.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAËS GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942.

BAK- EN/OF BANKETNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942 gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bak- en/of Banketnywerheid wat by Goewermentskennissgewing No. R. 344 van 8 Maart 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 346.] [8 Maart 1968.

WET OP FABRIEKE, MASJINERIE
EN BOUWERK, 1941.

BAK- EN/OF BANKETNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings, van die Ooreenkoms en kennissgewing in verband met die Bak- en/of Banketnywerheid, gepubliseer by Goewermentskennissgewing No. R. 344 van 8 Maart 1968 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

ANNEXURE B

RETURN OF EMPLOYEES FOR WHOM LEVIES ARE PAID.

Permanent employees: Levy 6c per week (From employees for whom a minimum wage of more than R8.60 has been prescribed.)

No.	Jobbers:	Date
No.		
_____	for week ending _____	
_____	for week ending _____	
_____	for week ending _____	
_____	for week ending _____	
_____	for week ending _____	

Total: (permanent employees and Jobbers) _____ Employees at 6c per week for _____ weeks: R _____

Employers' share total: _____

Employees at 6c per week for _____ weeks: R _____

Levy of 3c per week. (From employees for whom a minimum wage not exceeding R8.60 per week has been prescribed.)

No of	Date
Employees.	
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	Employees at 3c per week for _____ weeks: R _____

TOTAL..... per week for _____ weeks: R _____

Employers' share total: _____

Employees at 3c per week for weeks: R

Amount of cheque R _____

No. R. 345.] [8 March 1968.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942.

BAKING AND/OR CONFECTIONERY
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, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Baking and/or Confectionery Industry, published under Government Notice No. R. 344 of the 8th March 1968.

M. VILJOEN,
Minister of Labour.

No. R. 346.] [8 March 1968.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.BAKING AND/OR CONFECTIONERY
INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, published under Government Notice No. R. 344 of the 8th March 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.	Departement van Arbeid.	BLADSY
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