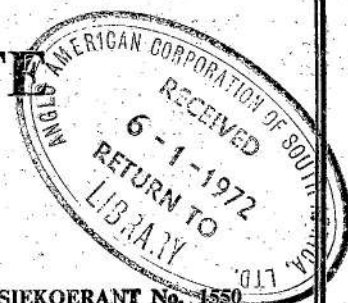




REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA



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24 DESEMBER

[No. 3344

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2298

24 December 1971

INDUSTRIAL CONCILIATION ACT, 1956

DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA

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 Dairy Industry shall be binding with effect from 1 January 1972 and for the period ending 31 December 1974, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (f), 16 and 20, shall be binding with effect from 1 January 1972 and for the period ending 31 December 1974, 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 Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from 1 January 1972 and for the period ending 31 December 1974, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (f), 16, 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.

A—71066

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2298

24 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956

SUIWELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

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 Suiwelnywerheid betrekking het, met ingang van 1 Januarie 1972 en vir die tydperk wat op 31 Desember 1974 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (f), 16 en 20, met ingang van 1 Januarie 1972 en vir die tydperk wat op 31 Desember 1974 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 Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (f), 16, 19 en 20, met ingang van 1 Januarie 1972 en vir die tydperk wat op 31 Desember 1974 eindig, in die Republiek van Suid-Afrika *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.

1—3344

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY

AGREEMENT

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

Dairy Factory Employers' Organisation

(hereinafter called "the employers' organisation") of the one part, and the

National Union of Dairy Industry Employees

(hereinafter called "the employees or trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisation and are engaged in the Dairy Industry and by all members of the trade unions who are employed in that industry.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4: Provided that the said provisions shall not apply in respect of clerical employees on Head Office or Regional Office staffs wholly or mainly performing work falling outside the Dairy Industry; provided further that the provisions of this Agreement, other than clauses 7, 8, 9 (3) [to the extent set out in clause 9 (4)], 13 and 15 shall not apply to any employee in receipt of a wage in excess of R250 per month.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1974 or such other date as the Minister may determine.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

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

"boiler attendant" means an employee who, under the supervision of a factory engineer, buttermaker and/or cheesemaker is responsible for maintaining the water level and steam pressure of the boiler and who may stoke, draw, rake or slice the fire in such boiler;

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

"certificated buttermaker" shall mean a qualified buttermaker who is in possession of Certificates of Proficiency in Buttermaking issued by the Department of Agricultural Economics and Marketing and the Council;

"certificated cheesemaker" shall mean a qualified cheesemaker who is in possession of a Certificate of Proficiency in Cheesemaking issued by the Department of Agricultural Economics and Marketing and a Certificate of Advanced Cheesemaking issued by the Council;

"clerical employee" means an employee who is mainly engaged in writing, typing, filing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator, but does not include any employee who performs any form of clerical work incidental to his main duty;

"Council" means the National Industrial Council for the Dairy Industry;

"Dairy Industry" means the industry in which employers and employees are associated for the purpose of manufacturing butter, cheese or any by-products incidental thereto;

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

"essential services" means those activities which are necessary to prevent the deterioration of perishable raw materials and butter and/or cheese;

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

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE SUIWELNYWERHEID

OOREENKOMS

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

Dairy Factory Employers' Organisation

(hieronder die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Dairy Industry Employees

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur al die werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Suiwelnywerheid en deur alle lede van die vakverenigings wat in daardie nywerheid werksaam is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf is: Met dien verstande dat genoemde bepalings nie toepassing is nie op klerke wat lede is van die personeel van Hoofkantoor of streekkantore en uitsluitlik of hoofsaaklik werk verrig wat buite die bestek van die Suiwelnywerheid val; en voorts met dien verstande dat die bepalings van hierdie Ooreenkoms, uitgesonderd klousules 7, 8, 9 (3) [in die mate in klousule 9 (4) uiteengesit], 13 en 15 nie van toepassing is op 'n werknemer wat 'n loon van meer as R250 per maand ontvang nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet mag bepaal, en bly van krag tot 31 Desember 1974 of tot dié ander datum wat die Minister mag vasstel.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956, soos gewysig;

"agent" 'n persoon wat deur die Raad aangestel is om pligte namens die Raad uit te voer;

"ketelbediener" 'n werknemer wat onder die toesig van 'n fabrieksingenieur, bottermaker en/of kaasmaker verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in die ketel en wat die vuur in sodanige ketel mag stook, uithaal, hark of met 'n herdstok mag bewerk;

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

"gediplomeerde bottermaker" 'n gekwalifiseerde bottermaker wat in besit is van die Sertifikaat van Bekwaamheid in Bottermaking wat deur die Departement van Landbou-ekonomie en -bemaking en die Raad uitgereik is;

"gediplomeerde kaasmaker" 'n gekwalifiseerde kaasmaker wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmaking wat deur die Departement van Landbou-ekonomie en -bemaking uitgereik is en 'n Sertifikaat in Gevorderde Kaasmaking wat deur die Raad uitgereik is;

"klerk" 'n werknemer wat hoofsaaklik skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en ook 'n pakhuishuisman, versendingsklerk en telefonis, maar nie ook 'n werknemer wat enige vorm van klerklike werk verrig wat iets bykomstigs by sy vernaamste werk is nie;

"Raad" die Nasionale Nywerheidsraad vir die Suiwelnywerheid;

"Suiwelnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van botter en kaas of enige nuwe produkte bykomend daartoe;

"dag" die typerk van 24 uur bereken vanaf die tydstop waarop die werknemer begin werk;

"noodsaaklike dienste" daardie werksaamhede wat nodig is ten einde te voorkom dat bederfbare grondstowwe en botter en/of kaas bederf;

"bedryfsinrigting" 'n perseel of 'n gedeelte van 'n perseel waarin of waarop drie of meer persone enigeeen van die werksaamhede verrig wat in die omskrywing van "Suiwelnywerheid" genoem word;

"experience" shall mean the total period or periods of employment which any employee has had in the Dairy Industry in the particular work on which he is engaged: Provided that in the case of a factory assistant grade I (learner buttermaker or learner cheesemaker), the completion of a prescribed course in dairying recognised by the Council, on the recommendation of the Department of Agricultural Economics and Marketing shall be deemed to be equivalent to one or two years' experience according to the duration of the particular course;

"factory assistant", in relation to a butter factory—

Grade I (learner) means an employee—

(a) who is engaged in making butter and/or testing cream and/or grading cream under the supervision of a Grade IV employee; or

(b) who has been issued with any of the certificates prescribed for a qualified employee, but has had less than one year's experience;

Grade II (tester) means an employee—

(a) who is responsible for the testing of cream;

(b) who is in possession of a Cream Testing Certificate;

(c) who has passed a recognised course in cream testing;

and

(d) who has at least one year's experience in a butter factory;

Grade III (grader) means an employee—

(a) who is responsible for the grading, neutralisation and pasteurisation of cream;

(b) who is in possession of a Cream Grading Certificate;

(c) who has passed a course recognised by the Council; and

(d) who has had at least two years' practical experience in a butter factory;

Grade IV (buttermaker) means an employee—

(a) who is responsible for making butter in a factory;

(b) who is in possession of a certificate(s) prescribed for a buttermaker under the definition of a "qualified employee"; and

(c) who has passed a recognised course in buttermaking; "factory assistant", in relation to a cheese factory—

Grade I (learner) means an employee—

(a) who is engaged in making cheese and/or testing milk and/or grading milk under the supervision of a Grade IV employee; or

(b) who has been issued with any of the certificates prescribed for a qualified employee but has had less than one year's experience;

Grade II (tester) means an employee—

(a) who is responsible for the testing of milk;

(b) who is in possession of a Milk Testing Certificate;

(c) who has passed a recognised course in milk testing; and

(d) who has had at least one year's experience in a cheese factory;

Grade III (grader) means an employee—

(a) who has passed a course prescribed by the Council;

(b) who has had at least two years' practical experience in a cheese factory;

Grade IV (cheesemaker) means an employee—

(a) who is responsible for making cheese in a factory;

(b) who is in possession of a Certificate of Proficiency in Cheesemaking; and

(c) who has passed a recognised course in cheese-making;

"factory engineer" means an employee with specialised knowledge and experience of plant and machinery used in butter and cheese factories and who erects and installs such plant and machinery in an establishment and is responsible with or without assistants under his charge, for the proper working, maintenance and repair of the plant and machinery in such establishment;

"factory transport driver" means an employee who drives a motor vehicle or tractor between factory and station for the purpose of collecting milk and/or cream and returning empty cans and transports other factory requisites;

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

(a) *Scale attendant*.—Assisting a weighing-in worker in the completion of milk and/or cream dockets and who may in the temporary absence of the responsible person complete such docket;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer in die Suiwelnywerheid gehad het in die besondere werk waarvoor hy in diens geneem is: Met dien verstande dat, in die geval van 'n fabrieksassistent graad I (leerlingbottermaker of leerlingkaasmaker), die voltooiing van 'n voorgeskrywe kursus in suiwelbereiding wat op aanbeveling van die Departement van Landbou-ekonomie en -bemaking deur die Raad erken word, gegag moet word die ekwivalent van een of twee jaar ondervinding te wees volgens die duur van die bepaalde kursus;

"fabrieksassistent", met betrekking tot 'n botterfabriek—

graad I (leering) 'n werknemer—

(a) wat onder die toesig van 'n werknemer graad IV botter maak en/of room toets en/of room gradeer; of

(b) aan wie enigeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar minder as een jaar ondervinding gehad het;

graad II (toetser) 'n werknemer—

(a) wat daarvoor verantwoordelik is om room te toets;

(b) wat in besit is van 'n Roomtoetssertifikaat;

(c) wat in 'n erkende kursus in roomtoetsing geslaag het; en

(d) wat minstens een jaar ondervinding in 'n botterfabriek opgedoen het;

graad III (gradeerder) 'n werknemer—

(a) wat verantwoordelik is vir die gradering, neutralisering en pasteurisering van room;

(b) wat in besit is van 'n Roomgraderingsertifikaat;

(c) wat in 'n kursus wat deur die Raad erken word, geslaag het; en

(d) wat minstens twee jaar praktiese ondervinding in 'n botterfabriek opgedoen het;

graad IV (bottermaker) 'n werknemer—

(a) wat daarvoor verantwoordelik is om botter in 'n fabriek te maak;

(b) wat in besit is van 'n sertifikaat/sertifikate wat by die woordskrywing van 'n "gekwalifiseerde werknemer" vir 'n bottermaker voorgeskryf word; en

(c) wat in 'n erkende kursus in bottermakery geslaag het; "fabrieksassistent", met betrekking tot 'n kaasfabriek—

graad I (leerling) 'n werknemer—

(a) wat onder die toesig van 'n werknemer graad IV kaas maak en/of melk toets en/of melk gradeer; of

(b) aan wie enigeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar wat minder as een jaar ondervinding gehad het;

graad II (toetser) 'n werknemer—

(a) wat daarvoor verantwoordelik is om melk te toets;

(b) wat in besit is van 'n Melktoetssertifikaat;

(c) wat in 'n erkende kursus in melktoetsery geslaag het; en

(d) wat minstens een jaar ondervinding in 'n kaasfabriek opgedoen het;

graad III (gradeerder) 'n werknemer—

(a) wat in 'n kursus wat deur die Raad voorgeskryf word, geslaag het;

(b) wat minstens twee jaar praktiese ondervinding in 'n kaasfabriek opgedoen het;

graad IV (kaasmaker) 'n werknemer—

(a) wat daarvoor verantwoordelik is om kaas in 'n fabriek te maak;

(b) wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmakery; en

(c) wat in 'n erkende kursus in kaasmakery geslaag het;

"fabrieksingenieur" 'n werknemer met gespesialiseerde kennis en ondervinding van installasie en masjinerie wat in botter- en kaasfabrieke gebruik word en wat sodanige installasie en masjinerie oprig en installeer in 'n bedryfsinrigting en met of sonder assistente onder sy toesig verantwoordelik is vir die behoorlike werking, onderhoud en herstel van die installasie en masjinerie in sodanige bedryfsinrigting;

"fabrieksvervoerdrywer" 'n werknemer wat 'n voertuig of trekker tussen die fabriek en stasie dryf ten einde melk en/of room af te haal en leë kanne terug te neem, en ander fabrieksbenodigdhede vervoer;

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

(a) *Skaalbediende*.—Iemand wat 'n inweegwerker help met die invul van melk- en/of roomkaartjies en wat in die tydelike afwesigheid van die verantwoordelike persoon sodanige kaartjies mag invul.

(b) *Milk and cream sampler*.—The taking of milk or cream samples for testing purposes.

(c) *Testroom assistant*.—The adding of acid to prepared samples and who may be required to write down the result of such tests.

(d) *Pasteuriser attendant*.—The dismantling, cleaning and assembling of a pasteuriser unit and who may be required to control the vacuum and temperature at a predetermined level in such unit.

(e) *Cheese vat attendant*.—The filling of cheese vats, adding rennet and/or starter and who may be required to control the temperature at a predetermined level of such a vat and who is responsible for the milling of the curd.

(f) *Churn attendant*.—The filling, starting and stopping of butter churns and who may add a predetermined amount of water and/or salt to such churn.

(g) *Separator attendant*.—The dismantling, cleaning and assembling of a separator and who operates such separator whether manually or mechanically driven.

(h) *Starter, room attendant*.—Assisting a cheesemaker in the preparation of a starter culture for the purpose of manufacturing cheese.

(i) *Butterwrapping machine attendant*.—Operating an automatic butterwrapping machine and who may be required to check weights and adjust the machine to ensure that the correct weight is maintained.

(j) *Can sorter*.—The sorting of cans and placing of completed dockets in the appropriate cans for return to suppliers.

(k) *Can plater*.—Addressing plates and fixing same to cans or stamping address direct onto cans.

(l) *Engine room attendant*.—The greasing and oiling of plant and machinery.

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

(n) *Butterwrappers*.—The wrapping of butter by hand.

(o) *Cheese packing machine operators*.—The operating of a mechanical sealing press used for the wrapping of cheese;

(p) *Pre-packaging department employees*.—All employees engaged in the packing of pre-cut cheese and the weighing of such cheese on a fully automatic electronic scale;

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

(1) Cleaning and/or washing premises, vehicles, tools, cream or milk cans, furniture, utensils, implements, machinery, filter presses or other articles;

(2) oiling and greasing vehicles other than motor vehicles;

(3) cooking rations, making and serving tea or similar beverages;

(4) washing bottles, tins, dishes or other containers by hand and charging and/or discharging can-washing machines;

(5) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;

(6) loading or unloading, lifting, carrying, moving or stacking goods, or other movables;

(7) assisting on delivery vehicles and/or driving animal-drawn vehicles;

(8) pushing or pulling any manually-propelled vehicle or truck;

(9) opening milk or cream cans, stirring and emptying their contents;

(10) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;

(11) loosening shooks, assembling and nailing by hand and/or machine, trays, crates, or boxes from shooks or ready prepared materials;

(12) repairing trays, crates or boxes by hand;

(13) binding, wiring or strapping boxes or other containers;

(14) stencilling or marking (but not addressing by hand) cans, boxes, bags, cartons or other containers or affixing ready addressed labels or plates to cans, boxes, bags, cartons, drums or other packages;

(15) gardening work (planting, digging, raking, moving, spreading, mixing, watering); sweeping roads or paths;

(16) herding, driving, feeding or tending animals;

(17) unpacking or opening up corrugated fibre board or similar containers by hand;

(b) *Melk- en roommonsternemer*.—Iemand wat melk- of room-monsters vir toetsdoeleindes neem.

(c) *Toetskamerassistent*.—Iemand wat suur by bereide monsters voeg en van wie vereis mag word om die resultaat van sodanige toetse neer te skryf.

(d) *Pasteuriseerbediende*.—Iemand wat 'n pasteuriseereenheid uitmekaarhaal, skoonmaak en inmeekaarsit en van wie vereis mag word om die vakuum en temperatuur op 'n vasgestelde peil in sodanige eenheid te hou.

(e) *Kaasvatbediende*.—Iemand wat kaasvate vul, stremsel en/of suursel byvoeg en van wie vereis mag word om die temperatuur van so 'n vat op 'n vasgestelde peil te hou en wat verantwoordelik is vir die maal van die wringel.

(f) *Karringbediende*.—Iemand wat botterkarrings vul, aan die gang sit en stopsit en wat 'n voorafbepaalde hoeveelheid water en/of sout in sodanige karring mag byvoeg.

(g) *Afskeierbediende*.—Iemand wat 'n afskeier uitmekaar haal, skoonmaak en inmeekaarsit en wat sodanige afskeier bedien, hetsy dit met die hand of meganiese aangedryf word.

(h) *Suurselkamerbediende*.—Iemand wat 'n kaasmaker help met die bereiding van 'n suurselkultuur met die doel om kaas te vervaardig.

(i) *Bediener van 'n bottertoedraaimasjien*.—Iemand wat 'n outomatiese bottertoedraaimasjien bedien en van wie vereis mag word om gewigte te kontroleer en die masjien te stel ten einde te verseker dat die korrekte gewig gehandhaaf word.

(j) *Kansorteerder*.—Iemand wat kanne sorteer en ingevulde kaartjies in die regte kanne plaas vir terugsending aan die leweraars.

(k) *Kanplaatman*.—Iemand wat plate adresseer en dit aan kanne heg of die adres regstreeks op kanne stempel.

(l) *Enjinkamerbediende*.—Iemand wat uitrusting en masjinerie smeer en olie.

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

(n) *Bottertoedraaiers*.—Iemand wat botter met die hand toedraai.

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

(p) *Werknemers in klaerverpakkingsafdeling*.—Alle werknemers wat betrokke is by die verpakking van klaargesnyde kaas en die weeg van sodanige kaas op 'n ten volle outomatiese elektroniese skaal;

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

(1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, gerei, implemente, masjinerie, filtreerperse en ander artikels skoonmaak en/of was;

(2) ander voertuie as motorvoertuie olie en smeer;

(3) rantsoene gaarmaak, tee of dergelike drankte maak en opdis;

(4) bottels, blikke, skottels of ander houers met die hand was en kanwasmasjiene leeg- of volmaak;

(5) briewe, boodskappe of artikels te voet of deur middel van 'n fiets, driewiel of handaangedrewe voertuig aflewer;

(6) goedere en ander beweegbare artikels op- of aflaai, oplig, dra, verskuif of opstapel;

(7) op aflewingsvoertuie help en/of voertuie dryf wat deur diere getrek word;

(8) 'n voertuig of trok wat met die hand aangedryf word, stoot of trek;

(9) melk- of roomkanne oopmaak, die inhoud daarvan omroer en dit leegmaak;

(10) deure, vensters, boligte, dose, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;

(11) kasplankies losmaak, kasplankies of ander klaargemaakte materiaal, aanmeekaarsit en met die hand en/of masjien vasspyker in die vorm van platkissies, kratte of dose;

(12) platkissies, kratte of dose met die hand herstel;

(13) dose of ander houers vasbind, met draad of met hoepels vasdraai;

(14) kanne, dose, sakke, kartondose of ander houers sjabloneer of merk (maar nie met die hand adresseer nie) of reeds geadresseerde etikette of plate op kanne, dose, sakke, kartondose, dromme of ander pakke aanbring;

(15) tuinwerk verrig (plant, spit, hark, gras sny, materiaal spreien meng, natlei of natgooi); paai of paadjies vee;

(16) diere oppas, aanja, voer of versorg;

(17) geriffelde veselbord of soortgelyke houermateriaal met die hand uitpak of oopmaak;

- (18) folding containers or paper;
- (19) inserting liners, discs or rings into lids and/or tins or other containers by hand;
- (20) packing articles of a uniform size and number into containers specially made to contain such articles;
- (21) straightening bent flanges of cans;
- (22) fixing labels by hand to tins or containers;
- (23) filling or emptying tins, casks, bags, bottles or other containers by hand;
- (24) opening or closing cocks or valves (under supervision of an employee of a higher grade);
- (25) weighing to a set scale;
- (26) rubber stamping;
- (27) operating a hand hoist;
- (28) ladling;
- (29) steam heating drums and/or pipes;
- (30) stirring a cheese vat by hand;
- 31) feeding and/or emptying a butter packaging machine;
- (32) dressing of cheese;
- (33) waxing of cheese;
- (34) cheddaring of curd;

"machine handyman" means an employee who has some practical knowledge of plant and machinery in butter and cheese factories and is employed to assist in the erection, installation, operation, maintenance and repairs of such plant and machinery in an establishment;

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

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

"part-time clerical employee" means an employee who performs all or any of the duties of a clerical employee as defined, but who in the aggregate does not work more than four hours per day of 24 hours per week;

"prescribed or recognised course" means such course(s) as may be determined by the Council;

"qualified employee" means, in relation to employees of the classes mentioned in the following table, an employee who holds the certificate(s) specified opposite such class, issued in terms of the Dairy Industry Act, 1961 (Act 30 of 1961), the Dairy Industry Amendment Act, 1965 (Act 34 of 1965), and/or by the National Industrial Council for the Dairy Industry, as the case may be—

Class of employee	Certificate(s)	Issued by
(1) Factory assistant grade II (Testers)	Certificate to test milk and/or cream	Department of Agricultural Economics and Marketing
(2) Factory assistant grade III (Graders)	Certificate to grade milk and/or cream	Department of Agricultural Economics and Marketing
(3) Factory assistant grade IV (butter-makers and/or cheesemaker)	Certificate of Proficiency in Butter-making and/or Cheese-making	Department of Agricultural Economics and Marketing
(4) Certificated butter-maker	Certificate of Proficiency in Butter-making	Department of Agricultural Economics and Marketing
	Certificate of Proficiency in Butter-making	The Council
(5) Certificated cheese-maker	Certificate of Proficiency in Cheesemaking	Department of Agricultural Economics and Marketing
	Certificate in Advanced Cheese-making	The Council;

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

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

- (18) papier of houers vou;
- (19) voerings, skywe of ringe in deksels en/of blikke of ander houers met die hand invoeg;
- (20) artikels van 'n eenvormige grootte en dieselfde getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (21) die gebuigde flense van kanne reguit maak;
- (22) etikette met die hand op blikke of houers aanbring;
- (23) blikke, vate, sakke, bottels of ander houers met die hand vul of leegmaak;
- (24) krane of kleppe oop- of toemaak onder die toesig van 'n werknemer van 'n hoër graad;
- (25) weegwerk doen op 'n skaal wat vooraf gestel is;
- (26) afdrukke met 'n rubberstempel aanbring;
- (27) 'n handhystoestel bedien;
- (28) uitskep;
- (29) dromme en/of pype met stoom verhit;
- (30) 'n kaasvat met die hand roer;
- (31) 'n bottervorm-en-verpakkingsmasjien voer en/of leegmaak;
- (32) kaas met doek toedraai;
- (33) kaas met was bedek;
- (34) cheddarwongel maak;

"masjienfaktotum" 'n werknemer wat beskik oor praktiese kennis van uitrusting en masjinerie in botter- en kaasfabrieke en wat in diens geneem is om te help met die oprigting, installering, bediening, onderhoud en herstel van sodanige uitrusting en masjinerie in 'n bedryfsinrigting;

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

"oortydwerk" enige tydperk waarin 'n werknemer langer as die gewone ure soos in klousule 6 van hierdie Ooreenkoms voorgeskryf, yir sy werkgever werk;

"deeltydse klerk" 'n werknemer wat enigeen van of al die pligte van 'n klerk, soos omskryf, verrig maar wat altesaam hoogstens vier uur per dag of 24 uur per week werk;

"voorgeskrewe of erkende kursus" dié kursus(se) wat die Raad mag vasstel;

"gekwalifiseerde werknemer" met betrekking tot die klasse werknemers wat in die volgende tabel genoem word, 'n werknemer wat in besit is van die sertifikaat/sertifikate wat teenoor sodanige klas gemeld word en wat uitgereik is kragtens die Wet op die Suiwelnywerheid, 1961 (Wet 30 van 1961), die Wysigingswet op die Suiwelnywerheid, 1965 (Wet 34 van 1965), en/of deur die Nasionale Nywerheidsraad vir die Suiwelnywerheid, na gelang van die geval—

Klas werknemer	Sertifikaat/Sertifikate	Uitgereik deur
(1) Fabrieksassistent graad II (toetsers)	Sertifikaat om melk en/of room te toets	Departement van Landbou- ekonomie en -bemarking
(2) Fabrieksassistent graad III (gradeerders)	Sertifikaat om melk en/of room te gradeer	Departement van Landbou- ekonomie en -bemarking
(3) Fabrieksassistent graad IV (bottermakers en/of kaasmakers)	Sertifikaat van Bekwaamheid in Botter- en/of Kaasmakery	Departement van Landbou- ekonomie en -bemarking
(4) Gediplomeerde bottermaker	Sertifikaat van Bekwaamheid in Bottermakery	Departement van Landbou- ekonomie en -bemarking
	Sertifikaat van Bekwaamheid in Bottermakery	Die Raad
(5) Gediplomeerde kaas-maker	Sertifikaat van Bekwaamheid in Kaasmakery	Departement van Landbou- ekonomie en -bemarking
	Sertifikaat in Gevorderde Kaasmakery	Die Raad;

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

"korttyd" 'n tydelike vermindering in die getal werkure as gevolg van 'n bedryfslapte, 'n tekort aan grondstowwe of vervoer, wisselvalligheid van die weer of 'n algemene onklaarmaking van uitrusting en masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

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

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

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

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

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

(3) *Areas*.—For the purpose of this Agreement, "area" shall mean:

Area A

1. *In the Cape Province*.—The Magisterial Districts of The Cape, Simonstown, Wynberg, Bellville, Port Elizabeth, East London and the Municipal area of Kimberley.

2. *In the Transvaal*.—The Magisterial Districts of Johannesburg, Pretoria and Klerksdorp.

(3) *In the Orange Free State*.—The Magisterial District of Bloemfontein.

Area B

1. *In the Cape Province*.—The Municipal areas of Cradock, Grahamstown, King Williams' Town, Queenstown, Vryburg and the Magisterial District of Oudtshoorn.

2. *In the Transvaal*.—The Municipal areas of Ermelo, Pietersburg and Standerton.

3. *In the Orange Free State*.—The Municipal area of Bethlehem.

4. *In Natal*.—The Municipal areas of Dundee, Ladysmith and Vryheid.

Area C

1. *In the Cape Province*.—The municipal areas of Aliwal North, Kuruman, Mafeking and Postmasburg.

2. *In the Transvaal*.—The municipal area of Lichtenburg and the area under the jurisdiction of the local authority of Bloemhof.

3. *In the Orange Free State*.—The municipal areas of Clocolan, Frankfort, Ladybrand, Senekal and Winburg.

4. *In Natal*.—The municipal area of Newcastle.

Area D

All other areas in the Republic not mentioned in Areas A, B or C as defined above.

4. REMUNERATION

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

	Wage per month Not matriculated R	Matricu- lated R
(a) Clerical employee:		
Male.....	110,00	120,00
Female.....	100,00	110,00
(b) Factory assistant, Grade I (learner):	105,60	112,20
During second year of operation of Agreement.....	110,90	117,80
Thereafter.....	116,40	123,70
(c) Factory assistant, Grade II (tester):	132,00	138,60
During second year of operation of Agreement.....	138,60	145,55
Thereafter.....	145,55	152,80
(d) Factory assistant, Grade III (grader)	165,00	171,60
During second year of operation of this Agreement.....	173,25	180,20
Thereafter.....	181,90	189,20
(e) Factory assistant, Grade IV (butter-maker and/or cheesemaker).....	184,80	191,40
During second year of operation of this Agreement.....	194,05	201,00
Thereafter.....	203,75	211,00

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

"loon" die besoldiging wat in klousule 4 (1) van hierdie Ooreenkoms vasgestel word en in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 6 (1) hiervan vasgestel;

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

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

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

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

Gebied A

1. *In die Kaapprovinsie*.—Die landdrosdistrikte Die Kaap, Simonstad, Wynberg, Bellville, Port Elizabeth, Oos-Londen en die munisipale gebied van Kimberley.

2. *In Transvaal*.—Die landdrosdistrikte Johannesburg, Pretoria en Klerksdorp.

3. *In die Oranje-Vrystaat*.—Die landdrosdistrik Bloemfontein.

Gebied B

1. *In die Kaapprovinsie*.—Die munisipale gebiede Cradock, Grahamstad, King William's Town, Queenstown, Vryburg en die landdrosdistrik Oudtshoorn.

2. *In Transvaal*.—Die munisipale gebiede Ermelo, Pietersburg en Standerton.

3. *In die Oranje-Vrystaat*.—Die munisipale gebied Bethlehem.

4. *In Natal*.—Die munisipale gebiede Dundee, Ladysmith en Vryheid.

Gebied C

1. *In die Kaapprovinsie*.—Die munisipale gebiede van Aliwal-Noord, Kuruman, Mafeking en Postmasburg.

2. *In Transvaal*.—Die munisipale gebied van Lichtenburg en die gebied onder die jurisdiksie van die plaaslike bestuur van Bloemhof.

3. *In die Oranje-Vrystaat*.—Die munisipale gebiede van Clocolan, Frankfort, Ladybrand, Senekal en Winburg.

4. *In Natal*.—Die munisipale gebied van Newcastle.

Gebied D

Alle ander gebiede in die Republiek wat nie onder Gebiede A, B of C soos hierbo omskryf, genoem word nie.

4. BESOLDIGING

(1) Die minimum maandloon wat deur 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers betaal moet word, is soos hieronder uiteengesit:

	Loon per maand Nie gematriku- leer nie R	Gematriku- leer R
(a) Klerk:		
Man.....	110,00	120,00
Vrou.....	100,00	110,00
(b) Fabrieksassistent graad I (leerling):	105,00	112,20
Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het.....	110,90	117,80
Daarna.....	116,40	123,70
(c) Fabrieksassistent graad II (toetser):	132,00	138,60
Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het.....	138,60	145,55
Daarna.....	145,55	152,80
(d) Fabrieksassistent graad III (gradeerder):	165,00	171,60
Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het.....	173,25	180,20
Daarna.....	181,90	189,20
(e) Fabrieksassistent graad IV (Bottermaker en/of kaasmaker):	184,80	191,40
Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het.....	194,05	201,00
Daarna.....	203,75	211,00

Class of employee	Wage per month		
	During first year of operation of this Agreement	During second year of operation of this Agreement	Thereafter
	R	R	R
(f) Certificated buttermaker.....	250,00	250,00	250,00
(g) Certificated cheesemaker.....	250,00	250,00	250,00
(h) Factory engineer.....	198,00	207,90	218,30
(i) Machine handyman.....	132,00	138,60	145,55
(j) Weighing-in-worker.....	66,00	69,30	72,75
(k) Part-time clerical employee..	48,00	50,40	52,90
(l) Motor vehicle driver engaged in—			
(i) Area A.....	105,60	110,90	116,40
(ii) Area B.....	99,00	103,95	109,15
(iii) Area C.....	91,10	95,65	100,45
(iv) Area D.....	83,15	87,30	91,70
(m) Factory transport driver engaged in—			
(i) Area A.....	50,55	53,05	55,70
(ii) Area B.....	31,60	33,20	34,85
(iii) Area C.....	26,85	28,20	29,60
(iv) Area D.....	26,85	28,20	29,60
(n) General worker engaged in—			
(i) Area A.....	46,60	48,95	51,40
(ii) Area B.....	28,75	30,20	31,70
(iii) Area C.....	24,40	25,65	26,90
(iv) Area D.....	24,40	25,65	26,90
(o) Labourer engaged in—			
(i) (a) The Magisterial Districts of The Cape, Simonstown, Wynberg and Bellville:			
(1) Male.....	44,55	46,80	49,15
(2) Female.....	35,65	37,45	39,30
(b) The Magisterial District of Johannesburg:			
(1) Male.....	40,65	42,65	44,50
(2) Female.....	32,50	34,15	35,85
(c) The Magisterial Districts of Port Elizabeth and Pretoria:			
(1) Male.....	39,35	41,30	43,35
(2) Female.....	31,65	33,05	34,70
(d) Elsewhere in Area A:			
(1) Male.....	35,40	37,20	39,05
(2) Female.....	28,35	29,75	31,25
(ii) Area B:			
(1) Male.....	27,05	28,40	29,80
(2) Female.....	21,65	22,70	23,85
(iii) Area C:			
(1) Male.....	21,00	22,00	23,10
(2) Female.....	16,80	17,60	18,50
(iv) Area D:			
(1) Male.....	17,33	17,33	17,33
(2) Female.....	14,00	14,00	14,00
(p) Boiler attendant engaged in:			
(i) (a) The Magisterial Districts of The Cape, Simonstown, Wynberg and Bellville...	49,80	52,30	54,95
(b) The Magisterial District of Johannesburg.....	45,90	48,20	50,60
(c) The Magisterial Districts of Bloemfontein, Port Elizabeth and Pretoria.....	44,55	46,80	49,15
(d) Elsewhere in Area A	40,35	42,35	44,50
(ii) Area B.....	30,90	32,45	34,05
(iii) Area C.....	22,75	23,90	25,05
(iv) Area D.....	20,85	21,90	23,00

Klas werknemer	Loon per maand		
	Gedurende die eerste jaar nadat hierdie Ooreenkoms in werking getree het	Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het	Daarna
	R	R	R
(f) Gediplomeerde bottermaker..	250,00	250,00	250,00
(g) Gediplomeerde kaasmaker...	250,00	250,00	250,00
(h) Fabrieksingenieur.....	198,00	207,90	218,30
(i) Masjienfaktotum.....	132,00	138,60	145,55
(j) Inweegwerker.....	66,00	69,30	72,75
(k) Deeltydse klerk.....	48,00	50,40	52,90
(l) Motorvoertuigbestuurder werksaam in—			
(i) Gebied A.....	105,60	110,90	116,40
(ii) Gebied B.....	99,00	103,95	109,15
(iii) Gebied C.....	91,10	95,65	100,45
(iv) Gebied D.....	83,15	87,30	91,70
(m) Fabrieksvervoerdrywer werksaam in—			
(i) Gebied A.....	50,55	53,05	55,70
(ii) Gebied B.....	31,60	33,20	34,85
(iii) Gebied C.....	26,85	28,20	29,60
(iv) Gebied D.....	26,85	28,20	29,60
(n) Algemene werker werksaam in—			
(i) Gebied A.....	46,60	48,95	51,40
(ii) Gebied B.....	28,75	30,20	31,70
(iii) Gebied C.....	24,40	25,65	26,90
(iv) Gebied D.....	24,40	25,65	26,90
(o) Arbeider, werksaam in—			
(i) (a) Die landdrosdistrikte Die Kaap, Simonstad, Wynberg en Bellville:			
(1) Man.....	44,55	46,80	49,15
(2) Vrou.....	35,65	37,45	39,30
(b) Die landdrosdistrik Johannesburg:			
(1) Man.....	40,65	42,65	44,54
(2) Vrou.....	32,50	34,15	35,85
(c) Die landdrosdistrikte Port Elizabeth en Pretoria:			
(1) Man.....	39,35	41,30	43,35
(2) Vrou.....	31,65	33,05	34,70
(d) Elders in Gebied A:			
(1) Man.....	35,40	37,20	39,05
(2) Vrou.....	28,35	29,75	31,25
(ii) Gebied B:			
(1) Man.....	27,05	28,40	29,80
(2) Vrou.....	21,65	22,70	23,85
(iii) Gebied C:			
(1) Man.....	21,00	22,00	23,10
(2) Vrou.....	16,80	17,60	18,50
(iv) Gebied D:			
(1) Man.....	17,33	17,33	17,33
(2) Vrou.....	14,00	14,00	14,00
(p) Ketelbediener, werksaam in—			
(i) (a) Die landdrosdistrikte Die Kaap, Simonstad, Wynberg en Bellville.....	49,80	52,30	54,95
(b) Die landdrosdistrik Johannesburg.....	45,90	48,20	50,60
(c) Die landdrosdistrikte Bloemfontein, Port Elizabeth en Pretoria	44,55	46,80	49,15
(d) Elders in Gebied A	40,35	42,35	44,50
(ii) Gebied B.....	30,90	32,45	34,05
(iii) Gebied C.....	22,75	23,90	25,05
(iv) Gebied D.....	20,85	21,90	23,00

Class of employee	Wage per month		Thereafter R
	During first year of operation of this Agreement R	During second year of operation of this Agreement R	
(q) Watchman engaged in—			
(i) (a) The Magisterial Districts of The Cape, Simonstown, Wynberg and Bellville..	49,80	52,30	54,95
(b) The Magisterial District of Johannesburg	45,90	48,20	50,60
(c) The Magisterial Districts of Bloemfontein, Port Elizabeth and Pretoria.....	44,55	46,80	49,15
(d) Elsewhere in Area A	40,35	42,35	44,50
(ii) Area B.....	30,90	32,45	34,05
Area C.....	22,75	23,90	25,05
Area D.....	20,85	21,90	23,00
(r) Employees not elsewhere specified herein who are engaged in—			
Area A.....	46,60	48,95	51,40
Area B.....	28,75	30,20	31,70
Area C.....	24,40	25,65	26,90
Area D.....	24,40	25,65	26,90

(s) Casual employee, for each day or part of a day of employment one-thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Weekly, daily or hourly wage.*—For the purpose of this Agreement—

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

(b) the daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by six; and

(c) the hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the weekly ordinary hours of work prescribed for such an employee in clause 6 (1) (a) and (b).

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

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

5. PAYMENT OF REMUNERATION

(1) *Remuneration payable monthly or weekly.*—The remuneration of employees shall become due and be paid monthly or weekly, as the employer may elect, or as may be mutually agreed upon between him and his employee: Provided that a casual employee or an employee whose services have been terminated before the usual pay-day, shall be paid his remuneration on termination of his services.

(2) *Premiums.*—No payment shall be made to or accepted by an employer either directly or indirectly in respect of employment or training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions of his employer or at the request of his employer,

Klas werknemer	Loon per maand		Daarna R
	Gedurende die eerste jaar nadat hierdie Ooreenkoms in werking getree het R	Gedurende die tweede jaar nadat hierdie Ooreenkoms in werking getree het R	
(q) Wag, werksaam in—			
(i) (a) Die landdrosdistrikte Die Kaap, Simonstad, Wynberg en Bellville.....	49,80	52,30	54,95
(b) Die landdrosdistrik Johannesburg.....	45,90	48,20	50,60
(c) Die landdrosdistrikte Bloemfontein, Port Elizabeth en Pretoria.....	44,55	46,80	49,15
(d) Elders in Gebied A	40,35	42,35	44,50
(ii) Gebied B.....	30,90	32,45	34,05
(iii) Gebied C.....	22,75	23,90	25,05
(iv) Gebied D.....	20,85	21,90	23,00
(r) Werknemers nie elders hierin vermeld nie, werksaam in—			
Gebied A.....	46,60	48,95	51,40
Gebied B.....	28,75	30,20	31,70
Gebied C.....	24,40	25,65	26,90
Gebied D.....	24,40	25,65	26,90

(s) Los werknemer, vir elke dag of deel van 'n dag, diens, een dertigste van die maandloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word.

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

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

(b) word die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon deur ses te deel; en

(c) is die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, sy weekloon gedeel deur die getal weeklikse gewone werke wat in klousule 6 (1) (a) en (b) vir so 'n werknemer voorgeskryf word.

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

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

5. BETALING VAN BESOLDIGING

(1) *Besoldiging maandeliks of weekliks betaalbaar.*—Die besoldiging van werknemers word maandeliks of weekliks verskuldig en moet maandeliks of weekliks, soos die werkgever mag verkies of soos hy en sy werknemer onderling ooreen kom, betaal word: Met dien verstande dat 'n los werknemer of 'n werknemer wie se dienste voor die gewone betaaldag beëindig word, sy besoldiging moet ontvang by die beëindiging van sy dienste.

(2) *Premies.*—'n Werkgever mag nie regstreeks of onregstreeks betaling ten opsigte van die indiensneming of opleiding van 'n werknemer ontvang of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bydra nie.

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

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

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

(a) Behoudens andersluidende bepalinge 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

a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(b) with the written consent of the employee, deductions for holiday, sick, medical benefit, insurance, provident or pension funds;

(c) contributions to the funds of the Council, in terms of clause 15 of this Agreement;

(d) any amount which an employer, legally or by order of any competent court is required or permitted to pay for and on behalf of an employee; with the specific understanding that the common-law principle of set-off will apply;

(e) any amount permitted or agreed to in terms of subclause (6) hereof;

(f) with the written consent of an employee deductions for subscriptions to the funds of the trade union in terms of clause 16 of this Agreement;

(g) with the written consent of an employee, the deduction of any amount which an employer has paid to any municipal council or other local authority in respect of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

(6) *Deductions for quarters and other benefits.*—Whenever an employee agrees or is legally required to accept any of the benefits herein referred to, the following deductions may be made from his remuneration:

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

(i) for house rent, with the written consent of an employee, a monthly deduction not exceeding R20;

(ii) for rations such as milk, cheese and butter a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and

(iii) for fuel, a deduction not exceeding the cost price thereof to the employer;

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

	All areas	
	Per week	Per month
	R	R
(i) Board.....	0,20	0,87
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	0,60	2,60

(7) Every employer shall at all times keep an hours and wages record as required in terms of regulation 8 of the regulations framed under the Industrial Conciliation Act, 1956, as amended.

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

6. HOURS OF WORK AND OVERTIME

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

(a) in the case of a part-time clerical employee—

(i) twenty-four hours in any week of not more than six days; and

(ii) four hours in any day;

(b) in the case of all other employees, excluding a casual employee—

(i) forty-six hours in any week of not more than six days; and

(ii) eight hours in any day;

(c) in the case of a casual employee eight hours in any day.

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

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

eweredig is aan die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure tydens sodanige afwesigheid ontvang het;

(b) met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, mediese bystand-, versekerings-, voorsorgs- of pensioenfonds;

(c) bydraes tot die fondse van die Raad ooreenkomstig klousule 15 van hierdie Ooreenkoms;

(d) 'n bedrag wat 'n werkgever wettig of ingevolge 'n bevel van 'n bevoegde hof moet of mag betaal vir en namens 'n werknemer, met die spesifieke verstandhouding dat die gemeenregtelike beginsel van skuldvergelyking van toepassing is;

(e) enige bedrag wat toegelaat word of waaroor daar ooreengekom is soos in subklousule (6) hiervan bepaal;

(f) met die skriftelike toestemming van 'n werknemer, bydraes tot die fondse van die vakvereniging ooreenkomstig klousule 16 van hierdie Ooreenkoms;

(g) met die skriftelike toestemming van 'n werknemer 'n bedrag wat 'n werkgever aan 'n munisipale raad of 'n ander plaaslike owerheid betaal het ten opsigte van 'n huis of akkommodasie in 'n hostel wat sodanige werknemer okkupeer in 'n lokasie of Bantodorp wat onder die beheer van sodanige raad of ander plaaslike owerheid staan.

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

(a) in die geval van ander werknemers as dié genoem in paragraaf (b) hiervan—

(i) vir huishuur, met die skriftelike toestemming van die werknemer 'n maandelikse bedrag van hoogstens R20;

(ii) vir rantsoene soos melk, kaas en botter, 'n bedrag van hoogstens die bepaalde werkgever se groothandelsverkoopprys van die items gelewer; en

(iii) vir brandstof, 'n bedrag van hoogstens die kosprys daarvan vir die werkgever;

(b) wanneer 'n werknemer inwillig of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgever aan te neem, hoogstens die volgende bedrae:

	Alle gebiede	
	Per week	Per maand
	R	R
(i) Etes.....	0,20	0,87
(ii) Huisvesting.....	0,40	1,73
(iii) Etes en huisvesting.....	0,60	2,60

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

(8) Besonderhede van bedrae verskuldig vir gewone tyd gewerk, oortyd gewerk, Sondagtyd gewerk, alle toelaes betaal en geoorloofde aftekkings gedoen, moet aan werknemers beskikbaar gestel word.

6. WERKURE EN OORTYDWERK

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

(a) in die geval van 'n deeltydse klerk—

(i) vier-en-twintig uur in 'n week van hoogstens ses dae; en

(ii) vier uur op 'n dag;

(b) in die geval van alle ander werknemers, uitgesonderd los werknemers—

(i) ses-en-veertig uur in 'n week van hoogstens ses dae; en

(ii) agt uur op 'n dag;

(c) in die geval van 'n los werknemer, agt uur op 'n dag.

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

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

(4) *Rest intervals.*—An employer shall grant to each of his employees, other than a motor vehicle driver, a rest interval of not less than 10 minutes at as nearly as practicable—

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

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

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

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

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

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

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.,
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day on more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such an employee with an adequate meal before the commencement of such overtime;
 - (iii) paid to such employee 20 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

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

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

(b) The provisions of subclause (6) shall not apply to motor vehicle drivers, unless after completing their normal duties, they are required to perform other factory work and their total hours of work exceeds eight hours per day.

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment: Provided that—

- (i) he makes no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months' employment with him—

- (a) in the case of a factory transport driver, general worker, employee not elsewhere specified and labourer, not less than 12 working days' or 14 consecutive days' leave for each completed period of 12 months' employment; and
- (b) in the case of a watchman, not less than 21 consecutive days' leave in respect of each completed period of 12 months' employment; and
- (c) in the case of every other employee, not less than—
 - (i) Twelve working days' or 14 consecutive calendar days' leave in respect of his first completed period of 12 months' employment; and

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigbestuurder, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

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

(5) *Werkure moet aaneenlopend wees.*—Behoudens subklousules (3) en (4) hiervan, moet alle werkure aaneenlopend wees.

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

(7) *Beperking van oortydwerk.*—'n Werkgewer mag 'n werknemer nie aansê of toelaat om meer as—

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

oortyd te werk nie.

(8) *Vroulike werknemers.*—Geen werkgewer mag 'n vroulike werknemer aansê of toelaat om soos volg te werk nie:

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

- (i) sodanige werknemer voor 12 uur middag daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat daar met die oortydwerk begin word;
- (iii) sodanige werknemer 20 sent betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortydwerk moet begin.

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

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

(b) Subklousule (6) is nie van toepassing op motorvoertuig-drywers nie, tensy hulle, nadat hulle hul gewone pligte vervul het, aangesê word om ander fabriekswerk te verrig en hul totale werkure meer is as agt uur per dag.

(c) Die bepaling van hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

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

(a) Aan 'n fabrieksvervoerdrywer, algemene werker, werknemer wat nie elders spesifiek gemeld word nie en 'n arbeider, minstens 12 werkdae of 14 agtereenvolgende dae vir elke voltooid tydperk van 12 maande diens; en

(b) aan 'n wag, minstens 21 agtereenvolgende dae verlof ten opsigte van elke voltooid tydperk van 12 maande diens; en

(c) aan alle ander werknemers, minstens—

- (i) twaalf werkdae of 14 agtereenvolgende kalenderdae verlof ten opsigte van hul eerste voltooid tydperk van 12 maande diens; en

(ii) eighteen working days' or 21 consecutive calendar days' leave in respect of each succeeding completed period of 12 months' employment;

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

(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 so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and his employee have agreed thereto in writing, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the 12 months of employment to which the leave relates;

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

(iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or Republic 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 this 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 commencement of such leave and shall include all allowances normally paid to an employee.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in 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 one year not less than his remuneration for the number of days specified hereunder:

	<i>Number of days allowed for each completed month of employment</i>
(a) Factory transport drivers, general workers, employees not elsewhere specified, labourers and all other classes of employees, excluding a watchman, who have completed not more than one year of employment.....	1 day
(b) Watchmen and/or employees not being factory transport drivers, general workers, employees not elsewhere specified or labourers, who have completed more than one year of employment	1½ days

(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 such termination be paid in respect of leave the amount referred to in subclauses (1) and (4) and at the rate of the remuneration he has been receiving immediately before the date of termination of his employment.

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

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

(b) undergoing training under the Defence Act, 1957, as amended: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training; provided further that any remuneration paid to any employee whilst undergoing military training shall be at the sole discretion of the employer concerned;

(ii) agtien werkdade of 21 agtereenvolgende kalenderdae verlof ten opsigte van elke daaropvolgende voltooiide tydperk van 12 maande diens;

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

(2) Die verlof bedoel in subklousule (1), moet verleen word op 'n tyd wat die werkgever mag bepaal: Met dien verstande dat—

(i) as sodanige verlof nie vroeër verleen is nie, dit so verleen moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, indien die werkgever en sy werknemer skriftelik daartoe ooreengekom het, die tydperk waarin sodanige verlof verleen moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die 12 maande diens waarop die verlof betrekking het;

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

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag binne die tydperk van sodanige verlof val, nog 'n dag in plaas van iedere sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere verlof-tydperk met volle besoldiging;

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

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

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

	<i>Getal dae toegelaat vir elke voltooiide maand diens</i>
(a) Fabrieksvervoerdrywers, algemene werkers, werknemers wat nie elders spesifiek gemeld word nie, arbeiders en alle ander klasse werknemers, uitgesonderd wagt, wat hoogstens een jaar diens voltooi het.....	1 dag
(b) Wagt en/of werknemers, uitgesonderd fabrieksvervoerdrywers, algemene werkers, werknemers wat nie elders spesifiek gemeld word nie of arbeiders wat meer as een jaar diens voltooi het	1½ dag

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

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

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

(b) ingevolge die Verdedigingswet, 1957, soos gewysig, opleiding ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige sodanige opleidingstydperk as diens te eis nie; en voorts met dien verstande dat enige besoldiging wat aan sodanige werknemer betaal word terwyl hy militêre opleiding ondergaan, geheel en al aan die goedvinde van die betrokke werkgever onderworpe is;

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

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

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

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

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 20 work days; and

(b) in the case of any other employee, not less than 24 work days sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period:

Provided—

(i) That in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than—

(a) in the case of an employee who works a five-day week one work day in respect of each completed period of five weeks of employment; and

(b) in the case of any other employee, one work day in respect of each completed month of employment;

(ii) that where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued, at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued, but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which such leave, accrued at such expiry or termination, has not been taken.

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

(a) for a period covering more than three consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or Republic Day.

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate. His employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) For the purpose of this clause the expression—

(a) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(b) "employment" shall have the same meaning as in clause 7 (6).

(c) ingevolge klousule 8 met siekteverlof afwesig is; en word dit geag te begin—

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

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

(iii) in die geval van 'n ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is—

(a) in die geval van 'n werknemer wat vyf dae in 'n week werk, minstens 20 werkdae siekteverlof verleen; en

(b) in die geval van alle ander werknemers, altesaam minstens 24 werkdae siekteverlof in elke tydkring van 24 agtereenvolgende maande diens by hom verleen, en sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie klousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het:

Met dien verstande dat—

(i) 'n werknemer in die eerste 24 maande diens nie op meer siekteverlof met volle betaling as die volgende geregtig is nie:

(a) in die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens; en

(b) in die geval van alle ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat opgeloopt het tot op die tydstop van sodanige ongeskiktheid, hy geregtig is op betaling slegs ten opsigte van dié verlof wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, hom ten tye van die verstryking van genoemde dienstryking of by diensbeëindiging voor sodanige verstryking ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal vir sover sodanige verlof wat tot op die tydstop van sodanige verstryking of beëindiging opgeloopt het, nie geneem is nie.

(2) 'n Werkgever mag, as opskortende voorwaarde vir die betaling deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir meer as drie agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is, en waarop die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat indien 'n werknemer in die loop van 'n tydperk van hoogstens agt agtereenvolgende weke twee of meer keer betaling kragtens hierdie klousule ontvang het sonder dat hy so 'n sertifikaat ingedien het, sy werkgever gedurende die tydperk van agt agtereenvolgende weke onmiddellik na die jongste sodanige betaling van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid in te dien.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd 'n besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen bedrag vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie;

(b) en het "diens" dieselfde betekenis as in klousule 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

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

either—

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

or—

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

(4) *Savings*.—The provisions of subclause (3) shall apply to those employees who regularly receive a basic wage in excess of R250 per month: Provided that the hourly rate of remuneration of such employee shall for the purpose of calculating the amount payable for work on a Sunday, be not less than that prescribed in clause 4 (1) for the particular activity the employee is required to perform on such Sunday.

10. OVERALLS AND PROTECTIVE CLOTHING

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

11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES

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

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

(3) An employer shall pay an employee who performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another

9. OPENBARE VAKANSIEDAE EN SONDAG

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Republiekdag: Met dien verstande dat hy op enige van hierdie dae aangesê kan word om te werk.

(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Indien 'n werknemer, uitgesonderd 'n los werknemer of wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet sy werkgever hom ten opsigte van iedere sodanige dag, benewens sy loon, die volgende betaal:

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

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

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

of—

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

of—

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

(4) *Voorbehoudsbepaling*.—Subklousule (3) is van toepassing op werknemers wat gereeld 'n basiese loon van meer as R250 per maand ontvang: Met dien verstande dat die uurlikse tarief van besoldiging van so 'n werknemer by die berekening van die bedrag wat betaalbaar is vir werk op 'n Sondag minstens gelyk is aan dié wat in klousule 4 (1) voorgeskryf is vir die besondere werksaamheid wat van die werknemer vereis word om op sodanige Sondag te verrig.

10. OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle oorpakke en/of beskermende klere wat hy van sy werknemer vereis om te dra, of wat hy by Wet of by regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie en sindelike toestand hou.

11. MINIMUM LEEFTYD EN KWALIFIKASIES VAN WERKNEMERS

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

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

(3) 'n Werkgever moet 'n werknemer wat werk verrig waarvoor by ooreenkomstig die bepalings van hierdie Ooreenkoms nie gekwalifiseer is nie of wat deur 'n ander klas werknemer verrig

class of employee, for the whole day on which such work is performed, the rate of remuneration which is herein before prescribed for an employee qualified or entitled to perform the said class of work.

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

12. CERTIFICATE OF SERVICE

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

13. TERMINATION OF SERVICE

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

(a) one week's notice in the case of a labourer or any other employee whose wages are weekly paid; and

(b) twenty-four hours' notice in the case of an employee who has completed less than four weeks' service;

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

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

(3) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

14. EXEMPTIONS

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

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause on which exemption is granted; and

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

moet word, vir die hele dag waarop sodanige werk verrig word die besoldiging betaal wat hierin voorgeskryf word vir 'n werknemer wat gekwalifiseer is of die reg het om genoemde klas werk te verrig.

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

12. DIENSSERTIFIKAAT

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

13. DIENSBEÏNDIGING

(1) Indien 'n werkgewer of 'n werknemer die dienskontrak wil beëindig, moet minstens een maand skriftelike kennis daarvan gegee word, gereken vanaf die gewone betaaldag van die betrokke bedryfsinrigting: Met dien verstande dat indien 'n werkgewer of 'n werknemer die dienskontrak sonder die vereiste diensopsegging beëindig, die werkgewer wat die kontrak beëindig een maande se besoldiging aan die werknemer moet betaal, en die werknemer wat die dienskontrak beëindig aan die werkgewer een maand se besoldiging moet verbeur, in plaas van sodanige diensopsegging; en voorts met dien verstande dat 'n werkgewer of 'n werknemer die reg het om die dienskontrak te beëindig met minstens—

(a) een week kennis in die geval van 'n arbeider of ander werknemer wie se loon weekliks betaal word; en

(b) vier-en-twintig uur kennis in die geval van 'n werknemer wat minder as vier weke diens voltooi het;

en in so 'n geval word die betaling in plaas van diensopsegging en/of die verbeuring in plaas van diensopsegging na verhouding verminder.

(2) Hierdie klousule doen geen afbreuk aan die werkgewer of die werknemer se reg om die dienskontrak sonder opsegging om 'n regsgeldige rede te beëindig nie, en dit doen ook geen afbreuk aan enige Ooreenkoms tussen 'n werkgewer en 'n werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van diensopsegging as dié hierin voorgeskryf nie. Hierdie klousule is nie op los werknemers van toepassing nie.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder die vereiste diensopsegging en sonder om sy opseggingstydperk uit te dien, of sonder om sy werkgewer te betaal in plaas van sy diens op te lê, uit enige gelde wat hy ingevolge enige bepalings van hierdie Ooreenkoms aan sodanige werknemer skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer in plaas van diensopsegging aan hom sou moes betaal het.

14. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule kan die Raad, behoudens artikel 51 (3) van die Wet op Nywerheidsversoening, 1956, soos gewysig, om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

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

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

(a) Die volle naam van die betrokke persoon;

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

(c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule gestel is waarop die vrystelling verleen word; en

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

(4) The Secretary of the Council shall—

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

15. EXPENSES OF THE COUNCIL

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

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

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

16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS

With the written consent of an employee, the employer shall deduct monthly the subscription due by such employee to the National Union of Dairy Industry Employees, being a party to the Agreement. The subscriptions so deducted shall be forwarded to the Secretary of the Union within 30 days after the close of the month to which the deductions relate.

17. ADMINISTRATION OF AGREEMENT

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

18. EXHIBITION OF AGREEMENT

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages.

19. TRADE UNIONS' REPRESENTATIVES ON COUNCIL

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

20. AGENTS

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

Signed at Pretoria on behalf of the Parties on this the 23rd day of September 1971.

J. H. DREYER,
Chairman of the Council.

I. J. GREYLING,
Vice-Chairman of the Council.

P. H. LISHMAN,
Secretary of the Council.

(4) Die Sekretaris van die Raad moet—

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

15. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die besoldiging van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, die bedrag van een sent vir elke R1 of deel van R1 van die loon van sodanige werknemer aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag elke maand, en wel binne 30 dae na die einde van die maand waarop die bedrag betrekking het, aan die Sekretaris van die Raad, Posbus 265, Pretoria, of na die ander adres wat die Raad mag spesifiseer, stuur.

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

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

16. AFTREKKING VAN LEDEGELDE VIR VAKVERENIGING

Met die skriftelike toestemming van die werknemer moet die werkgewer maandeliks die ledegeld aftrek wat sodanige werknemer verskuldig is aan die National Union of Dairy Industry Employers, wat 'n party is by die Ooreenkoms. Die ledegeld aldus afgetrek, moet binne 30 dae na die einde van die maand waarop sodanige aftrekkings betrekking het aan die Sekretaris van die Vakvereniging gestuur word.

17. ADMINISTRASIE VAN OOREENKOMS

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

18. VERTONING VAN OOREENKOMS

Elke werkgewer moet te alle tye in sy bedryfsinrigting en op 'n plek wat geredelik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike landstale vertoon.

19. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

20. AGENTE

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

Op hede die 23ste dag van September 1971 namens die Partye te Pretoria onderteken.

J. H. DREYER,
Voorsitter van die Raad.

I. J. GREYLING,
Ondervoorsitter van die Raad.

P. H. LISHMAN,
Sekretaris van die Raad.

No. R. 2299

24 December 1971

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941****DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA**

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 Dairy Industry, published under Government Notice R. 2298 of 24 December 1971, 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.

No. R. 2299

24 Desember 1971

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****SUIWELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

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 kennisgewing in verband met die Suiwelnywerheid, gepubliseer by Goewermentskennisgewing R. 2298 van 24 Desember 1971 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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