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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2223 8 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

**BAKING AND/OR CONFECTIONERY INDUSTRY
(CAPE)**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry shall be binding, with effect from 21 December 1972 and for the period ending two years from the said date, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k) and 19, shall be binding, with effect from 21 December 1972 and for the period ending two years from the said date, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Stellenbosch, Paarl and Wellington; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from 21 December 1972 and for the period ending two years from the said date, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k), 19 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—7125

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2223 8 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

BAK- EN/OF BANKETNYWERHEID (KAAP)

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en/of Banketnywerheid betrekking het, met ingang van 21 Desember 1972 en vir die tydperk wat twee jaar vanaf genoemde datum eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k) en 19, met ingang van 21 Desember 1972 en vir die tydperk wat twee jaar vanaf genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens in genoemde Nywerheid in die landdroststrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Stellenbosch, Paarl en Wellington; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k), 19 en 20, met ingang van 21 Desember 1972 en vir die tydperk wat twee jaar vanaf genoemde datum eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *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—3724

SCHEDULE

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

AGREEMENT

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

Cape Master Bakers' and/or Confectioners' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for a period of two years as from such date of coming into operation, or for such period as may be determined by him.

3. DEFINITIONS

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

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

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

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

(a) Manufacturing dough and/or mass-measuring and/or mixing the ingredients used in making dough;

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

(c) dividing and/or mass-measuring dough by hand, and/or moulding and/or plating and/or shaping loaves;

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

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

"baker's assistant" means an employee who under the supervision of a baker, assists a baker in making bread;

"baker's shop" means a shop attached to and/or forming part of the building and/or premises of the bakery;

"Baking and/or Confectionery Industry" means the industry in which employers and employees are associated for the purpose of baking and/or making bread and/or confectionery and includes—

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

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

(c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the product referred

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur die

Cape Master Bakers' and/or Confectioners' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die eenkant, en die

Bakery Employees Industrial Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWINGS

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

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

"vakleerling" 'n werknemer wat gebind is deur 'n leerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, soos gewysig;

"bakker" 'n werknemer wat een of meer van die volgende werksaamhede verrig en/of toesig daaroor hou:

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

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

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

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

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

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

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

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

(a) die bak en/of maak van rolle, bolle, korentebrood, oliebolle, beskuit, mosbolletjies, koek, siergebakkies, pasteie, suurdeeggebak en ander produkte van 'n bakkerij waarvan deeg of beslag 'n samestellende deel uitmaak;

(b) die vervaardiging van enige kommoditeit of bestanddeel wat in bakwerk of die vervaardiging van banket gebruik word, indien dit uitgevoer word deur werkgewers en werknemers wat betrokke is by die werksaamhede in paragraaf (a) vermeld;

(c) alle werksaamhede wat deur sodanige werkgewers verrig word en wat gepaard gaan met, in verband staan met of voortvloei uit die werksaamhede in (a) vermeld of die distribusie van die produkte daarin vermeld, indien uitgevoer deur

to therein, if carried on by such employers or their employees, including the distribution and/or sale and/or display of the said products at or from a baker's shop;

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

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

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

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

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

"clerical employee, male, qualified," means a male clerical employee who has had not less than two years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than two years' experience;

"clerical employee, female, qualified," means a female clerical employee who has had not less than two years' experience;

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

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

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

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

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

"confectioner's assistant" means an employee who under the supervision of a confectioner, assists a confectioner in making confectionery;

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

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

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

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

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

"driver" means an employee other than a vanman, engaged in driving a motor vehicle, but who does not handle cash;

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

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

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

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

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

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

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

sodanige werkgewers of hul werknemers, met inbegrip van die distribusie en/of verkoop en/of uitstalling van genoemde produkte by of vanuit 'n bakkerswinkel;

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

"brood", sonder om die gewone betekenis daarvan te beperk, ook rolle, sierbrood, bolle, korentebrood en bolbrood;

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

"nasiener versender" 'n werknemer wat verantwoordelik is vir die ontvangs, nagaan, bymekaarmaak en verpakking van brood en/of banket vir versending of aflewering vanuit 'n bedryfsinrigting en wat toesig kan hou oor sodanige versending en wat ook pakkette massameet en adresseer en spoorvragbriewe uitskrif of enige ander skryfwerk verrig in verband met sy diens as 'n verpakker, maar nie ook 'n werknemer wat individuele artikels toedraai of in bakke of ander houers verpak nie;

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

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens twee jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as twee jaar ondervinding;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens twee jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as twee jaar ondervinding;

"banketbakker" 'n werknemer wat een of meer van die volgende werksaamhede verrig en/of toesig daarvoor hou:

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

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

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

(d) die versiering en/of opvulling en/of afwerking van banket; "banketbakkersassistent" 'n werknemer wat, onder die toesig van 'n banketbakker, 'n banketbakker help om banket te maak;

"banket", sonder om die gewone betekenis daarvan te beperk, ook koek, pasteie, plaatpasteitjies, siergebak, koeksisters, handgemaakte beskuitjies, botterbroodjies en suurdeeggebak, uitgesonderd brood;

"Raad" die Nywerheidsraad vir die Bank- en/of Banketnywerheid (Kaap);

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

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

"besteller" 'n werknemer, uitgesonderd 'n bestelwaman se assistent of 'n afleweringssassistent, wat brood en/of banket te voet, deur middel van 'n fiets, driewiel of handaangedrewe voertuig aflewer en wat kontant vir K.B.A.-bestellings kan inlever;

"drywer" 'n werknemer, uitgesonderd 'n bestelwaman, wat 'n motorvoertuig dryf maar wat nie kontantgeld hanteer nie;

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

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

"ondervinding" in verband met 'n klerk, die totale tydperk of tydperke wat so 'n werknemer in enige bedryf as 'n klerk werksaam was;

"voormanbakker" 'n bakker wat aan die hoof staan van 'n skof wat brood maak;

"voormanbanketbakker" 'n banketbakker wat aan die hoof staan van 'n skof wat banket maak;

"inspekteur of opsigter" 'n werknemer wat toesig het oor die bestelwamane van 'n bedryfsinrigting;

"leerling-bestelwaman" 'n werknemer wat vir 'n maksimum proeftydperk van vier weke die werk van 'n bestelwaman onder die regstreekse toesig van 'n bestelwaman verrig met die doel om vertrouwd te raak met 'n afleweringssonde;

"labourer" means an employee who is engaged in one or more of the following duties or capacities:

- (a) Carrying or stacking materials, utensils or flour;
- (b) cleaning workshops, premises, vehicles or animals;
- (c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke stacks, or soot boxes;
- (d) carrying or feeding fuel to furnaces or removing ashes;
- (e) loading or unloading;
- (f) cleaning, sorting, cracking or grinding nuts;
- (g) cleaning and/or stoning fruit;
- (h) washing, cleaning and/or cracking eggs;
- (i) wrapping bread, wrapping and/or carrying individual articles and/or packing them into trays or other containers; labelling tins, boxes or bread;
- (j) minding an animal-drawn van;
- (k) beating up sugar;
- (l) cutting up meat by hand;
- (m) washing or spraying bread with water or other fluid;
- (n) filling boxes, bins or other containers;
- (o) operating a hand-mincing machine or hand bundivider;
- (p) mass-measuring to a set scale, but excluding the mass-measuring of dough other than test mass-measuring dough, which has been automatically divided by machine, or mass-measuring dough in bulk prior to dividing;
- (q) limewashing walls and stuctures;
- (r) cooking rations or making tea, coffee or similar beverages;
- (s) assembling cardboard containers;
- (t) repairing, washing and ironing uniforms, aprons and overalls;
- (u) feeding into or withdrawing from automatic or drawplate ovens under the supervision of a baker or confectioner, but excluding the use of a peel to insert or withdraw bread and/or confectionery from an oven which is not an automatic or drawplate oven;
- (v) feeding dough into a machine, carrying and receiving including receiving dough for the purpose of tinning or panning up;
- (w) knocking and/or cutting back dough otherwise than by machine;
- (x) filling petrol tanks, draining and filling oil sumps, oiling and greasing motor and/or other vehicles, pumping air changing tyres, repairing punctures in inner tubes, using jack or hoist to raise or lower vehicles, cleaning engines and parts thereof and holding parts, materials and/or tools and, under the supervision of a mechanic, placing parts and materials into position, changing wheels and tightening nuts, driving an empty truck or one which has had a breakdown, cleaning, oiling and greasing machinery, including overhead shafting and applying belt dressing.

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

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

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

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

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

"previous Agreement" means the Industrial Council Agreement for the Baking and/or Confectionery Industry (Cape), published under Government Notice R. 2189, dated 9 December 1970;

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

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

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

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

- (a) Materiaal, gerei of meel dra of opstapel;
- (b) werkwinkels, persele, voertuie of diere skoonmaak;
- (c) bakke, panne, dose, blikke, masjiene, gerei, skoorstene, skoorsceenpeype of roetvangers smeer of vir gebruik in gereedheid bring, was of skoonmaak;
- (d) brandstof na oonde dra of dit daarin voer of as verwyder;
- (e) laai- of aflai;
- (f) neut skoonmaak, sorteer, kraak of maal;
- (g) vrugte skoonmaak en/of ontpit;
- (h) eiers was, skoonmaak en/of kraak;
- (i) brood toedraai, individuele artikels toedraai en/of dra en/of verpak in bakke of ander houers; blikke, dose of brood etiketteer;
- (j) verantwoordelik is vir 'n bespanne bestelwa;
- (k) suiker kliis;
- (l) vleis met die hand opsnij;
- (m) brood met water of 'n ander vloeistof was of spuit;
- (n) dose, bakke of ander houers vul;
- (o) 'n handmaalmasjien of handbolletjieverdelers bedien;
- (p) volgens 'n voorafgestelde skaal massameet, uitgesonderd die massabepaling van deeg vir 'n ander doel as om die massa van die deeg te toets wat outomaties deur 'n masjien verdeel is, of die massa van grootmaatdeeg bepaal voordat dit verdeel word;
- (q) mure en bouwerke afwit;
- (r) rantsoene kook of tee, koffie of dergelike drank berei;
- (s) kartonhouers inmeekaars;
- (t) uniforms, voorskote en oorklere herstel, was en stryk;
- (u) materiaal onder die toesig van 'n bakker of banketbakker in 'n outomatiese of trekplaatdoend voer of dit daaruit verwyder sonder om 'n oondskop te gebruik om brood en/of banket in te sit in of uit te neem uit 'n oond wat nie 'n outomatiese of trekplaatdoend is nie;
- (v) deeg in 'n masjien voer, deeg dra en ontvang en ook deeg ontvang met die doel om blikke of panne vol te maak;
- (w) deeg op 'n ander manier as deur middel van 'n masjien terugvou en/of terugsnij;
- (x) petroleums vul, oliebakke leegmaak en vul, motor- en/of ander voertuie olie en smeer, lug pomp, buitebande omruil, lekplekke in binnebande repareer, 'n domkrag of hystoestel gebruik om voertuie op te lig of te laat sak, enjins en dele daarvan skoonmaak en dele, materiaal en/of gereedskap vashou en dele en materiaal onder die toesig van 'n werktuigkundige in posisie plaas, wiele omruil en moere aandraai, 'n leë vragmotor of 'n vragmotor wat onklaar geraak het, bestuur en masjinerie, met inbegrip van bo-asse, skoonmaak, olie en smeer en bandmeersel aanbring.

[Vir die toepassing van hierdie woordskrywing omvat die woorde "materiaal, gerei of meel dra of opstapel" ook die voer van deeg in 'n masjien maar, behoudens die bepaling van item (v), nie ook die neem van deeg uit 'n masjien of die hantering van deeg op 'n ander manier nie];

"werktuigkundige" 'n persoon wat sy vakleerlingskap in 'n toepaslike ambag uitgedien het of wat minstens vyf jaar ondervinding het om met masjinerie te werk en wat toereikende ondervinding opgedoen het van die klas masjinerie waarvoor hy verantwoordelik is, wat hy moet ondersoek of in verband waarmee hy moet werk, of wat 'n gediplomeerde ingenieur is;

"kantoorbode" 'n werknemer wat briewe of boodskappe aflewer, etikette opplak, seëls op koeverte plak en ander dergelike dienste verrig wat gewoonlik deur hierdie tipe werknemer gedoen word;

"oortyd" enige tyd langer gewerk as die werkure in klousule 6 (1) en (2) voorgeskryf;

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

"vorige Ooreenkoms" die Nywerheidsraadooreenkoms vir die Bak- en/of Banketnywerheid (Kaap), gepubliseer by Goewermentskenningsgewing R 2189 van 9 Desember 1970;

"skof" twee of meer werknemers wat vir 'n tydperk van minstens twee agtereenvolgende ure in enige deel van 'n bedryfsinrigting werk;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende ineenstorting van geboue as gevolg van 'n ongeluk of ander onvoorsiene omstandighede;

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

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

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

"vanman" means an employee who is in charge of a van on a round and is responsible for the loading of the van, the delivery of bread and/or confectionery and for cash received by him in respect thereof and who may drive a van;

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

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

"watchman" means an employee engaged in guarding premises, buildings, gates, vehicles or other property.

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

4. WAGES

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

(a) Employees other than casual employees:

	Per week R
Foreman baker.....	34,65
Foreman confectioner.....	34,65
Inspector or overseer.....	33,41
Baker.....	27,23
Confectioner.....	27,23
Baker's and/or confectioner's assistant, male.....	16,09
Baker's and/or confectioner's assistant, female.....	14,34
Checker/Despatcher.....	22,28
Vanman—	
during first year of employment with the same employer.....	25,37
during subsequent year of employment with the same employer.....	27,23
Learner vanman.....	18,56
Driver.....	14,85
Mechanic.....	36,51
Storeman.....	24,75
Clerical employee, male, qualified.....	25,99
Clerical employee, male, unqualified—	
during first year of experience.....	12,38
during second year of experience.....	19,80
Clerical employee, female, qualified.....	21,05
Clerical employee, female, unqualified—	
during first year of experience.....	11,14
during second year of experience.....	16,09
Office messenger.....	10,52
Vanman's assistant or delivery assistant of the age of 18 years and over—	
during first year of employment with the same employer.....	10,52
during subsequent years of employment with the same employer.....	11,14
Vanman's assistant or delivery assistant under the age of 18 years.....	9,28
Labourer, male.....	11,14
Labourer, female.....	9,90
Delivery employee.....	11,14
Watchman.....	15,47

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

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

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

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

"bestelwa" 'n dierevoertuig of meganiese aangedrewe voertuig wat gebruik word vir die aflewering van brood en/of banket;

"bestelwaman" 'n werknemer wat beheer uitoefen oor 'n bestelwa op 'n rondte en wat verantwoordelik is vir die laai van die bestelwa, die aflewering van brood en/of banket en vir die kontant wat hy daarvoor ontvang en wat 'n bestelwa kan dryf;

"bestelwaman se assistent of afleweringsassistent" 'n werknemer wat 'n bestelwaman op sy rondte vergesel en hom met sy werksaamhede help maar nie 'n bestelwa dryf nie;

"loon" daardie gedeelte van die besoldiging wat aan 'n werknemer betaalbaar is vir die gewone werkure in klousule 6 voorgeskryf;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie of ander eindom bewaak.

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

4. LONE

(1) 'n Werknemer moet aan elke lid van ondergenoemde klasse werknemers in sy diens die volgende minimum loon betaal:

(a) Werknemers, uitgesonderd los werknemers:

	Per week R
Voormanbakker.....	34,65
Voormanbanketbakker.....	34,65
Inspekteur of opsigter.....	33,41
Bakker.....	27,23
Banketbakker.....	27,23
Bakkers- en/of banketbakkersassistent (man).....	16,09
Bakkers- en/of banketbakkersassistent (vrou).....	14,34
Nasiener/Versender.....	22,28
Bestelwaman—	
gedurende eerste jaar diens by dieselfde werkgewer gedurende daaropvolgende jare diens by dieselfde werkgewer.....	25,37
Leerling-bestelwaman.....	27,23
Drywer.....	18,56
Werktuigkundige.....	14,85
Magasynman.....	36,51
Klerk, man, gekwalifiseer.....	24,75
Klerk, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	25,99
gedurende tweede jaar ondervinding.....	12,38
Klerk, vrou, gekwalifiseer.....	19,80
Klerk, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	21,05
gedurende tweede jaar ondervinding.....	11,14
Kantoorbode.....	16,09
Bestelwaman se assistent of afleweringsassistent, 18 jaar en ouer—	
gedurende eerste jaar diens by dieselfde werkgewer gedurende daaropvolgende jare diens by dieselfde werkgewer.....	10,52
Bestelwaman se assistent of afleweringsassistent onder die leeftyd van 18 jaar.....	11,14
Arbeider, man.....	9,28
Arbeider, vrou.....	11,14
Besteller.....	9,90
Wag.....	11,14
Wag.....	15,47

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

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

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

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

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

is prescribed in subclause (1) shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—

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

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

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

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

- (a) in the case of an employee, other than a casual employee not less than 25c per week;
- (b) in the case of a casual employee, not less than 5c per day;

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

(5) *Calculation of monthly wage*.—Whenever the wage due to an employee is, in terms of clause 5 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and a third times the wage prescribed in subclause (1) for an employee of his class.

5. PAYMENT OF REMUNERATION

(1) *Employees other than a casual employee*.—Save as provided in clause 7 (3), any amount due to an employee other than a casual employee shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in a sealed envelope or other sealed container on or in which shall appear a statement showing the employer's name, employee's name or pay-roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Board and lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Act, 1964, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

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

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

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

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

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer vir al die gewone werkure van die bedryfsinrigting op daardie dag die volgende loon betaal:

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

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

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

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

- (a) in die geval van 'n ander werknemer as 'n los werknemer, minstens 25c per week;
- (b) in die geval van 'n los werknemer, minstens 5c per dag;

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

(5) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, word die bedrag van sodanige loon bereken teen vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

5. BETALING VAN BESOLDIGING

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

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

(3) *Premies*.—Geen betaling mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer gedoen of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe 'n werkgewer regtens verplig is om by te dra.

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

(5) *Kos en inwoning*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid 1964, mag 'n werkgewer nie van sy werknemer vereis om kos en/of inwoning van hom of van enigeen of op 'n plek deur hom aangewys, aan te neem nie.

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

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

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

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

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

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

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

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

(h) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
Board.....	0,30	1,30
Lodging.....	0,20	0,87
Board and lodging.....	0,50	2,17

(i) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week: Provided that no such deduction shall be made—

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

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

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

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

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

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

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

(7) *Incentive schemes.*—(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4 (1), 6 (10) and 9 of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in paragraphs (b) and (c) hereunder.

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

(c) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the joint committee shall be reduced to writing and be signed by the members of the said committee and shall not be varied by the said committee or terminated by either the employer or the trade union unless the one wishing to vary or terminate the scheme has, in writing, given the other one notice as may have been agreed upon by them when the scheme was inaugurated.

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

(c) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

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

(e) bydraes ingevolge kousule 18 van hierdie Ooreenkoms;

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

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

(h) wanneer 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogsens die volgende bedrae:

	Per week	Per maand
	R	R
Kos.....	0,30	1,30
Inwoning.....	0,20	0,87
Kos en inwoning.....	0,50	2,17

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

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

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

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

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

(ii) in die geval van korttyd vir die eerste uur wat daar nie gewerk word nie weens 'n algemene onklaarraking van installasie of masinerie of 'n dreigende ineenstorting van geboue weens 'n ongeluk of ander onvoorsiene noodtoestand: Met dien verstande dat die werkgewer binne sewe dae nadat daar met sodanige korttyd begin is, die Sekretaris van die Raad skriftelik daarvan moet verwittig;

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

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

(7) *Aansporingskemas.*—(a) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens kousules 4 (1), 6 (10) en 9 van hierdie Ooreenkoms geregtig sou gewees het, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat hy verrig: Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema waarvoor daar ooreengekom is soos in paragrawe (b) en (c) hieronder voorgeskryf.

(b) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers stig wat, na oorlegpleging met die vakvereniging wie se lede daarby betrokke is, oor so 'n skema ooreen kan kom.

(c) Sodanige aansporingskema en alle latere wysigings daarvan waarvoor die gesamentlike komitee ooreengekom het, moet op skrif gestel en deur die lede van genoemde komitee onderteken word en mag nie deur genoemde komitee gewysig of deur die werkgewer of vakvereniging beëindig word nie, tensy die party wat die skema wil wysig of verander, die ander party dié skriftelike kennis gegee het waarvoor hulle ooreengekom het toe die skema ingestel is.

(d) Hierdie subkousule is nie op vakleerlinge van toepassing nie.

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

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee other than a casual employee shall not exceed in the case of—

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

(i) forty-nine in any week;

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

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

(i) forty-six in any week;

(ii) eight in any day: Provided that—

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

(bb) where work is performed on not more than five days in any week the limit of eight hours a day may be exceeded by not more than one and a quarter hours on each of such days;

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

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

(a) in the case of an establishment in which a six-day week is observed, eight and a half on any day;

(b) in the case of an establishment in which a five-day week is observed, nine and a quarter on any day.

(3) (a) (i) Subject to the provisions of paragraph (c) of this subclause, no van or other vehicle which is owned, hired or used by any bakery, and which contains bread and/or confectionery shall leave the establishment of an employer, and no employer or employee shall leave the establishment of an employer with bread and/or confectionery earlier than 7 a.m. on any day from Monday to Friday and 6.30 a.m. on Saturdays and on any day preceding a public holiday, and each and every van or other vehicle of an employer shall return to the establishment or the place where the van or other vehicle is usually garaged, and each and every employer and/or employee engaged in the delivery and/or transport of bread and/or confectionery shall return to the employer's establishment or the place where the van or other vehicle on which he is operating is usually garaged not later than 6 p.m. on any day, unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer or employee: Provided that where two non-delivery days follow consecutively, the time for return shall on each of the two days immediately preceding such non-delivery period be extended to 8 p.m. and that on the day preceding such non-delivery period, the starting time shall be advanced to 6 a.m.: Provided further that where three or more non-delivery days follow consecutively, the time for leaving the establishment shall, on each of the two days immediately preceding such non-delivery period be advanced to 6 a.m. and there shall be no restriction on the time by which employers or employees and vehicles must return on each of the said two days. For the purpose of this proviso, public holidays, 2 January and Sundays shall be regarded as "non-delivery days".

(ii) Bread and/or confectionery shall not be sold and/or supplied from an establishment—

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

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

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

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

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

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

(i) nege-en-veertig in 'n week;

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

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

(i) ses-en-veertig in 'n week;

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

(aa) waar die werkure van sodanige werknemers hoogstens vyf op 'n bepaalde dag in 'n week beloop, die beperking van agt uur per dag op elkeen van die oorblywende dae van die week met hoogstens 'n halfuur oorskry kan word;

(bb) waar werk op hoogstens vyf dae in 'n week verrig word, die beperking van agt uur per dag met hoogstens een en 'n kwart uur op elkeen van sodanige dae oorskry kan word;

indien die gewone ure as gevolg van sodanige verlenging nie meer as 46 in 'n week beloop nie.

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

(a) in die geval van 'n bedryfsinrigting waarin ses dae per week gewerk word, agt en 'n half per dag;

(b) in die geval van 'n bedryfsinrigting waarin vyf dae per week gewerk word, nege en 'n kwart per dag.

(3) (a) (i) Behoudens paragraaf (c) van hierdie subklousule mag geen bestelwa of ander voertuig wat die eiendom is van of gehuur of gebruik word deur 'n bakkerij en wat brood en/of banket bevat en mag geen werkgewer of werknemer die bedryfsinrigting van 'n werkgewer met brood en/of banket voor 7 vm. op enige dag van Maandag tot Vrydag en voor 6.30 vm. op Saterdag en op enige dag voor 'n openbare vakansiedag verlaat nie, en moet elke bestelwa of ander voertuig van 'n werkgewer en elke werkgewer en/of werknemer wat brood en/of banket aflewer en/of vervoer, nie later nie as 6 nm. op enige dag terugkeer na die bedryfsinrigting van die werkgewer of die plek waar die bestelwa of ander voertuig waarop hy werksaam is, gewoonlik gehou word, tensy die terugkeer van sodanige bestelwa of ander voertuig of van 'n werkgewer of 'n werknemer verhinder word deur 'n natuurkrag, ongeluk, meganiese defek of ander oorsaak buite die beheer van die werkgewer of die werknemer: Met dien verstande dat waar twee dae waarop daar nie afgelewer word nie, opmekeer volg, die tyd vir terugkeer op elkeen van die twee dae onmiddellik voor sodanige tydperk waarin daar nie afgelewer word nie, verleng word tot 8 nm. en dat die begintyd op die dag voor sodanige tydperk waarin daar nie afgelewer word nie, vervroeg word tot 6 vm.: Voorts met dien verstande dat waar drie of meer dae waarop daar nie afgelewer word nie, opmekeer volg, die tyd waarop die bedryfsinrigtings op elkeen van die twee dae onmiddellik voor sodanige tydperk waarin daar nie afgelewer word nie, verlaat kan word, vervroeg word tot 6 vm. en dat daar geen beperking is op die tyd waarop werkgewers of werknemers en voertuie op elkeen van genoemde twee dae moet terugkeer nie. By die toepassing van hierdie voorbehoudsbepaling word openbare vakansiedae, 2 Januarie en Sondae geag "dae waarop daar nie afgelewer word nie" te wees.

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

(aa) ná die tyd van die dag waarop bestelwaens en afleweringsvoertuie ingevolge paragrafe (a), (b) en (c) van hierdie subklousule na sodanige bedryfsinrigting moet terugkeer; en

(bb) voor die tyd van die dag waarop afleweringsvoertuie toegelaat word om sodanige bedryfsinrigting ooreenkomstig genoemde paragrafe (a), (b) en (c) te verlaat: Met dien verstande dat die verkoop en/of verskaffing van brood en/of banket, maar nie die aflewering daarvan nie, slegs op Maandae na 5 vm. by die bedryfsinrigting toegelaat kan word.

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

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

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

(ii) the point where the Old Oak Road converges on the old main road between Cape Town and Paarl;

(iii) the point where Fisher's and Bottellary Roads cross;

(iv) the point where Bottellary Road between Cape Town and Stellenbosch and Van Riebeeck Road to Kuils River converge;

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

(vi) the point where Blaauwberg Strand Road meets the Malmesbury Road;

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

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

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

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

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

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

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

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

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

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

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

(7) *Overtime*.—All time worked in excess of the number of hours prescribed in respect of a day or a week in subclauses (1) and (2) shall be deemed to be overtime.

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

(a) ten hours in any week;

(b) two hours on any day.

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

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

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

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

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

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

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

(ii) die punt waar Old Oakweg aansluit by die ou hoofpad tussen Kaapstad en Paarl;

(iii) die punt waar Fishers- en Bottellaryweg mekaar kruis;

(iv) die punt waar Bottellaryweg tussen Kaapstad en Stellenbosch en Vanriebeekweg na Kuilsrivier by mekaar aansluit;

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

(vi) die punt waar Bloubergstrandweg by die Malmesburypad aansluit;

(vii) die munisipale gebied Durbanville (ook mag daar geen afleverings in die munisipale gebied Durbanville self voor 7.30 vm. gedoen word nie):

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

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

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

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

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

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

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

(a) as sodanige pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag moet word gewone werkure te wees;

(b) werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag moet word aaneenlopend te wees.

(6) *Werkure moet opeenvolgend wees*.—Behoudens subklousule (4) moet alle werkure opeenvolgend wees.

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

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

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

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

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

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

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

(c) om oortyd vir meer as twee uur per dag te werk nie;

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

(e) to work overtime on more than 60 days in any year;
(f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or
(ii) provided such employee with an adequate meal before commencement of such overtime; or

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

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

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

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

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

(b) The provisions of subclauses (5), (6) and (8) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or emergency work.

(12) Each employer shall keep or cause to be kept for each department of his establishment a time-sheet in the form prescribed in Annexure A to this Agreement. The particulars called for shall be filled in daily in ink or indelible pencil and be authenticated by the foreman of the department concerned and posted up in a prominent position in the establishment so as to enable the employees concerned to have ready access thereto and to examine same; an employer shall be obliged to post such time-sheets in such manner and in such place as the Council may, in writing, direct and he shall retain such time-sheets for a period of not less than three years: Provided that an automatic clock card record may be substituted for the time-sheets referred to in this subclause, on condition that such record shall contain all the information set out in Annexure A.

7. ANNUAL LEAVE

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

(a) in the case of a watchman, three consecutive weeks' leave;

(b) in the case of every other employee—

(i) up to five years' service, two consecutive weeks' leave;

(ii) over five and up to 10 years' service, two consecutive weeks' plus three working days' leave;

(iii) over 10 years' service, three consecutive weeks' leave;

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

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

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

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

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

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

(e) om oortyd op meer as 60 dae in 'n jaar te werk nie;
(f) om, ná voltooiing van haar gewone werkure, vir meer as een uur per dag oortyd te werk nie, tensy hy—

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

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

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

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

(11) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom 'n diensvrye dag van 24 opeenvolgende ure vir elke week diens toestaan: Met dien verstande—

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

(ii) dat sodanige werkgever, in plaas daarvan dat hy sy wag so 'n diensvrye dag toestaan, die wag die loon betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus minstens sy dagloon vir sodanige dag wat nie aan hom toegestaan is nie.

(b) Subklousules (5), (6) en (8) is nie van toepassing nie op 'n manlike werknemer wat besig is met werk wat deur 'n onklaar-raking van installasie of masjinerie of noodwerk noodsaaklik gemaak is.

(12) Elke werkgever moet 'n werkuurregister, in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, vir elke afdeling in sy bedryfsinrigting byhou of laat byhou. Die besonderhede wat gevra word, moet daagliks met ink of 'n inktlood ingevul word, moet gewaarmerk word deur die voorman van die betrokke afdeling en in 'n opvallende plek in die bedryfsinrigting opgeplak word ten einde die betrokke werknemers in staat te stel om geredelik toegang daartoe te verkry en dit te lees; 'n werkgever moet sodanige werkuurregisters op die manier en op die plek wat die Raad skriftelik beveel, opplak, en hy moet sodanige werkuurregisters hou vir 'n tydperk van minstens drie jaar: Met dien verstande dat die werkuurregisters in hierdie subklousule vermeld, deur 'n outomatiese klokkaartregister vervang kan word op voorwaarde dat sodanige register al die inligting bevat wat in Aanhangsel A vereis word.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan elke werknemer vir elke voltooide jaar diens by hom, verlof soos volg toestaan:

(a) In die geval van 'n wag, drie opeenvolgende weke verlof;

(b) in die geval van alle ander werknemers—

(i) met tot vyf jaar diens, twee opeenvolgende weke verlof;

(ii) met meer as vyf en tot 10 jaar diens, twee opeenvolgende weke plus drie werkdag verlof;

(iii) met meer as 10 jaar diens, drie opeenvolgende weke verlof;

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

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

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

(b) die tydperk van sodanige verlof nie met siekteverlof kragtens klousule 8 of met enige tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, mag saamval nie;

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

(d) 'n werkgever enige dag geleentheidsverlof met volle besoldiging wat gedurende die jaar diens waarop die jaarlikse verloftydperk betrekking het, op die skriftelike versoek van sy werknemer aan hom toegestaan is, van sodanige verloftydperk kan aftrek.

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

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued, shall, save as provided in proviso (d) 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—

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

(b) in the case of an employee referred to in subclause (1) (b) (i), (ii) and (iii), one-sixth, five twenty-fourths and one-fourth respectively;

of the weekly wage which he was receiving immediately before the date of such termination at a rate not less than the wage the employee was receiving immediately prior to such termination: Provided that such wage shall not be less than that prescribed for an employee of his class in clause 4 (1) of this Agreement: Provided further that an employer shall not be obliged to pay, in terms of this paragraph, such pay to an employee who leaves his employment without having given, and worked during the period of, the appropriate notice of termination of employment, unless in failing to give such notice or to work during such period he was acting within his legal rights.

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

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

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

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

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

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

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

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

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

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

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

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

(b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

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

(a) Name of employee;

(b) date of employment;

(c) date of last leave;

(d) periods of current leave;

(e) remarks;

(f) date of termination of service;

(g) pro rate leave paid on termination of service.

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

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende jaar diens by dieselfde werkgever eindig voordat hy geregtig is op die verloftydperk in subklousule (1) vermeld, moet, behoudens voorbehoudsbepaling (d) van subklousule (2) by sodanige beëindiging besoldiging in plaas van sodanige verlof ontvang en vir elke voltooidde maand van sodanige tydperk van minder as een jaar minstens die volgende betaal word:

(a) In die geval van 'n werknemer in subklousule (1), (a) vermeld, een vierde;

(b) in die geval van 'n werknemer in subklousule (1) (b) (i), (ii) en (iii) vermeld, onderskeidelik een sesde, vyf vier-en-twintiges en een vierde;

van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het en bereken op minstens die loon wat die werknemer onmiddellik voor sodanige beëindiging ontvang het: Met dien verstande dat sodanige loon nie minder mag wees nie as dié wat vir 'n werknemer van sy klas in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word: Voorts met dien verstande dat 'n werkgever nie verplig is om ingevolge hierdie paragraaf sodanige betaling te maak aan 'n werknemer wat sy diens verlaat sonder om die vereiste kennis van diensbeëindiging te gee en sonder om die kennisgewingstermyn uit te dien nie, tensy die werknemer se versuim om sodanige kennis te gee of sodanige kennisgewingstermyn uit te dien regtens geoorloof was.

(5) 'n Werknemer wat kragtens subklousules (1) en (4) op verlof geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by beëindiging verlofbesoldiging betaal word soos in subklousules (1) en (4) vermeld.

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

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

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

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

(d) met siekteverlof kragtens klousule 8 afwesig is;

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

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

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

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

(B) By die toepassing van hierdie klousule sluit die uitdrukking "werkgever" die volgende in:

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

(b) in die geval van die insolvensie van 'n werkgever of die likwidasie van sy boedel of die oordrag of verkoop van sy sake-onderneming, die trustee of likwidateur of die nuwe eienaar van die sake-onderneming;

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

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

(a) Naam van werknemer;

(b) datum van indiensneming;

(c) datum van laaste verlof;

(d) tydperke van lopende verlof;

(e) opmerkings;

(f) datum van diensbeëindiging;

(g) betaling vir pro rata-verlof by diensbeëindiging.

8. SICK LEAVE

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

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

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

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

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

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

(a) an additional 30 work days' sick leave if the employee works a six-day week an additional 25 work days' sick leave if he works a five-day week and an additional 35 work days' sick leave in the case of a watchman who works a seven-day week; or

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

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

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

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

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

8. SIEKTEVERLOF

(1) 'n Werkgegewer moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte of 'n ongeluk wat nie aan sy eie wangedrag te wyte is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, siekteverlof verleen van—

(a) in die geval van 'n werknemer wat ses dae per week werk, altesaam 12 werkdade;

(b) in die geval van 'n werknemer wat vyf dae per week werk, altesaam 10 werkdade; en

(c) in die geval van 'n wag wat sewe dae per week werk, altesaam 14 werkdade;

gedurende enige tydperk van een jaar diens by hom en hom vir die tydperk van afwesigheid ooreenkomstig die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n werkgegewer kan vereis dat 'n sertifikaat wat deur 'n geregi-streerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se siekte meld, ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgelê moet word as 'n opskortende voorwaarde vir die betaling, deur hom, van enige bedrag vir sodanige afwesigheid: Voorts met dien verstande dat waar daar, by wyse van 'n ooreenkoms tussen 'n werkgegewer en sy werknemers of tussen 'n werkgegewer en 'n geregi-streerde vakvereniging, in 'n bedryfsinrigting 'n siektebystands- of voorsorgsfonds bestaan of gestig word wat toe die werkgegewer ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit 'n werknemer in die geval van afwesigheid van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skade-loosstelling ingevolge die Ongevallewet, 1941, betaalbaar is) altesaam in 'n bepaalde jaar minstens 'n bedrag gelyk aan sy volle loon vir twee weke vir sodanige afwesigheid kan ontvang in omstandighede wat vir die werknemer wesenlik nie minder gunstig is nie as hierdie bepaling, die bepalings van hierdie klousule is nie van toepassing is nie.

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

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

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

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

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

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

(b) die voorbehoudsbepalings van subklousule (1) hiervan ook van toepassing is op die addisionele siekteverlof wat in hierdie subklousule bepaal word;

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

(a) pay to the employee—

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

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

(b) pay the employee remuneration at a rate not less than one and one third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. PROPORTION OR RATIO

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

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

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

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

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

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

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

9. OPENBARE VAKANSIEDAE EN SONDAE

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

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

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, plus sodanige loon gedeel deur 8 vir elke uur of gedeelte van 'n uur aldus gewerk.

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

(a) die werknemer—

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

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

(b) die werknemer minstens een en een-derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag vakansie verleen en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkeure vir daardie dag van die week gewerk het.

10. GETALSVIRHOUDING

(1) 'n Werkgewer moet minstens een voormanbakker en/of een voormanbaketbakker in sy diens hê voordat hy 'n bakker en/of banketbakker in diens kan neem.

(2) 'n Werkgewer moet in elke bedryfsinrigting een bakker en/of een banketbakker in diens hê voordat hy 'n bakkers- en/of banketbakkerassistent in diens kan neem.

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

(4) Vir elke voormanbakker en bakker of vir elke voormanbaketbakker en banketbakker kan 'n werkgewer hoogstens onderskeidelik vier bakkersassistentie of vier banketbakkersassistentie in diens neem, en vir elke addisionele bakker of banketbakker wat in bedryfsinrigting werksaam is, kan hoogstens onderskeidelik twee addisionele bakkersassistentie of banketbakkersassistentie, in diens geneem word: Met dien verstande dat 'n werkgewer nie 'n bakkerassistent of 'n banketbakkersassistent in diens mag neem nie tensy minstens onderskeidelik een bakker of een banketbakker uitsluitlik of hoofsaaklik in die bedryfsinrigting werksaam is in verband met die werklike produksie van brood of banket, na gelang van die geval.

(5) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n voormanbakker of voormanbaketbakker verrig, kan vir die toepassing van hierdie klousule en vir slegs een skof op 'n dag geag word 'n voormanbakker of 'n voormanbaketbakker, na gelang van die geval, te wees: Met dien verstande egter dat geen werkgewer wat hoofsaaklik of uitsluitlik die werk van 'n voormanbakker en/of voormanbaketbakker, na gelang van die geval verrig, by die toepassing van hierdie klousule geag word 'n voormanbakker of voormanbaketbakker te wees nie, tensy hy dwarsdeur die hele werktydperk van sodanige skof aanwesig was.

11. PIECE-WORK OR TASK-WORK

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

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

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

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

14. CERTIFICATE OF SERVICE

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

15. TERMINATION OF CONTRACT

(1) Subject to—

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

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

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

(2) Any employer may terminate the contract of employment without notice in which case the employer shall pay—

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

(b) in the case of an employee who has completed more than one month's employment with the employer in question, the weekly wage which such employee was receiving immediately before the date of such termination plus any leave pay accrued to such employee in terms of clause 7 (1), (4) and (5) of this Agreement.

(3) Any employee may terminate the contract of employment without notice in which case the employee shall forfeit such leave pay as has accrued to him in terms of clause 7 (1), (4) and (5) of this Agreement, but shall not forfeit any wages earned and not yet paid to him at the time of the termination of his contract of employment.

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

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

16. EXEMPTIONS

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

11. STUKWERK OF TAAKWERK

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

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige uniforms, oorpakke of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig word om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou, en sodanige uniform, oorpak en beskermende klere bly die eiendom van die werkgewer. Ingeval sodanige artikel weens opsetlike nalatigheid of vernietiging verlore raak of onbruikbaar word, is die werkgewer egter daarop geregtig om 'n bedrag waaroor daar ooreengekom moet word, van die loon van die betrokke werknemer af te trek om dit te vervang. Ingeval daar 'n geskil ontstaan, moet die vraagstuk aangaande die bedrag wat aldus betaalbaar is, deur die werkgewer of die werknemer na die Raad verwys word, en die beslissing van die Raad is deurslaggewend.

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

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

14. DIENSSERTIFIKAAT

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

15. BEËINDIGING VAN DIENSKONTRAK

(1) Behoudens—

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

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

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

(2) 'n Werkgewer kan die dienskontrak sonder kennisgewing beëindig, en in so 'n geval moet die werkgewer—

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

(b) in die geval van 'n werknemer wat meer as een maand diens by die betrokke werkgewer voltooi het, die werknemer die weekloon betaal wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, plus enige verlofbesoldiging wat sodanige werknemer toekom ingevolge klousule 7 (1), (4) en (5) van hierdie Ooreenkoms.

(3) 'n Werknemer kan die dienskontrak sonder kennisgewing beëindig en in so 'n geval verbeur hy die verlofbesoldiging wat hom toekom ingevolge klousule 7 (1), (4) en (5) van hierdie Ooreenkoms, maar nie enige lone wat hy verdien het en wat ten tyde van die beëindiging van sy dienskontrak nog nie aan hom betaal is nie.

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

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

16. VRYSTELLINGS

(1) Behoudens subklousules (2) en (3) van hierdie klousule, kan die Raad om 'n afdoende rede enigiemand van die bepalinge van hierdie Ooreenkoms vrystel.

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

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which exemption is granted; and
- (d) the period during which the exemption shall operate.

17. ACCURACY OF RECORDS

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

18. EXPENSES OF THE COUNCIL

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

6c per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage of more than R9,45 has been prescribed in this Agreement.

3c per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage not exceeding R9,45 has been prescribed in this Agreement.

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

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

19. AGENTS

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

20. TRADE UNION REPRESENTATIVE ON COUNCIL

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

21. INTERPRETATION OF AGREEMENT

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

22. EXISTING CONTRACTS

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

23. EXHIBITION OF AGREEMENT

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

Signed at Cape Town on behalf of the parties this 29th day of September 1972.

E. C. DUNNE, Chairman.
S. B. LOTTER, Vice-Chairman.
A. KENYON-HOARE, Secretary.

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

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

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

17. JUISTHEID VAN REGISTERS

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

18. UITGAWES VAN DIE RAAD

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

Elke werkgewer moet 6c per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n weekloon van meer as R9,45 in hierdie Ooreenkoms voorgeskryf word.

Elke werkgewer moet 3c per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n weekloon van hoogstens R9,45 in hierdie Ooreenkoms voorgeskryf word.

By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand vir maand, voor of op die 15de dag van elke maand, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

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

19. AGENTE

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

20. VERTEENWOORDIGER VAN VAKVERENIGING IN RAAD

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

21. UITLEG VAN OOREENKOMS

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

22. BESTAANDE KONTRAKTE

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

23. VERTONING VAN OOREENKOMS

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

Namens die partye op hede die 29ste dag van September 1972 in Kaapstad onderteken.

E. C. DUNNE, Voorsitter.
S. B. LOTTER, Ondervoorsitter.
A. KENYON-HOARE, Sekretaris.

ANNEXURE A

TIME-SHEET

Name of firm.....

Department.....

Week ending.....

[illegible]

AANHANGSEL A
WERKUURREGISTER

Naam van firma.....

.....

Week eindigende.....

[illegible]

ANNEXURE B

RETURN OF EMPLOYEES FOR WHOM LEVIES ARE PAID

Levy 6c per week. (From employees for whom a minimum wage of more than R9,45 per week has been prescribed.)

No. of employees	Date
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	

Total.....Employees at 6c per week for.....weeks: R.....

Employers' share total:

Employees at 6c per week for.....weeks: R.....
Levy of 3c per week. (From employees for whom a minimum wage not exceeding R9,45 per week has been prescribed.)

No. of employees	Date
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	
.....for week ending.....	
.....Employees at 3c	

Total.....per week for.....weeks: R.....

Employers' share total:

Employees at 3c per week for.....weeks: R.....

Amount of cheque R.....

No. R. 2224

8 December 1972

Factories, Machinery and Building Work Act, 1941

Baking and/or Confectionery Industry (CAPE)

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, published under Government Notice R. 2223 of 8 December 1972, 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.

AANHANGSEL B

OPGAWE VAN WERKNEMERS VIR WIE HEFFINGS BETAAL WORD

Heffing 6c per week. (Van werknemers vir wie 'n minimum loon van meer as R9,45 per week voorgeskryf is.)

Getal werknemers	Datum
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	

Totaal.....Werknemers teen 6c per week vir.....weke: R.....

Werkgewers se totale aandeel:

Werknemers teen 6c per week vir.....weke: R.....
Heffing van 3c per week. (Van werknemers vir wie 'n minimum loon van hoogstens R9,45 per week voorgeskryf is.)

Getal werknemers	Datum
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	
.....vir week eindigende.....	
.....Werknemers teen 3c	

Totaal.....per week vir.....weke: R.....

Werkgewers se totale aandeel:

Werknemers teen 3c per week vir.....weke: R.....

Bedrag van tjek R.....

No. R. 2224

8 Desember 1972

Wet op Fabriek, Masjinerie en Bouwerk, 1941

BAK- EN/OF BANKETNYWERHEID (KAAP)

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak-en/of Banketnywerheid, gepubliseer by Goewermments-kennisgewing R. 2223 van 8 Desember 1972 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.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

Registered mail carries no insurance.

Send valuables by
INSURED PARCEL POST
 and
 Money by means of a **POSTAL ORDER** or
MONEY ORDER.

◆
Use air mail parcel post

—It's quicker!

◆
CONSULT YOUR LOCAL POSTMASTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per
VERSEKERDE PAKKETPOS
 en
 Geld deur middel van 'n **POSORDER** of
POSWISSEL.

◆
Stuur u pakkette per lugpos

—dis vinniger!

◆
RAADPLEEG U PLAASLIKE POSMEESTER.

CONTENTS

<i>No.</i>	<i>Page</i>
Labour, Department of Government Notices	
R.2223. Baking and/or Confectionery Industry (Cape)	1
R.2224. Baking and/or Confectionery Industry (Cape)	17

INHOUD

<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van Goewermentskennisgewings	
R.2223. Bak- en/of Banketnywerheid (Kaap) ...	1
R.2224. Bak- en/of Banketnywerheid (Kaap) ...	17

INHOUD

No.	Arbeid, Departement van	Bladsy
R. 2223	Bek-en/of Banketwywerheid (Kas)	1
R. 2224	Bek-en/of Banketwywerheid (Kas)	17

CONTENTS

No.	Labour, Department of	Page
R. 2223	Baking and/or Confectionery Industry (Kas)	1
R. 2224	Baking and/or Confectionery Industry (Kas)	17