



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2511

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2511

Registered at the Post Office as a Newspaper

Vol. 146]

PRETORIA, 5 AUGUSTUS 1977
5 AUGUST

[No. 5704

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1532

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

BAK- EN BANKETNYWERHEID, PRETORIA

Ek, Stephanus Petrus Botha, 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 Banketnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Maart 1979 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (e), 18, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Maart 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (e), 18, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Maart 1979 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms *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.

P. BOTHA, Minister van Arbeid.

62513—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1532

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA

I, Stephanus Petrus Botha, 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 Confectionery Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 March 1979, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (e), 18, 20 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 March 1979, 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 areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 23 March 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (e), 18, 20 and 21, 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.

S. P. BOTHA, Minister of Labour.

5704—1

BYLAE

NYWERHEIDSRAAD VIR DIE BAK- EN BANKET-
NYWERHEID (PRETORIA)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Pretoria Master Bakers' Association

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

Pretoria Baknywerheidsvereniging

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

wat die partye is by die Nywerheidsraad vir die Bak- en Banketnywerheid (Pretoria).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bak- en Banketnywerheid (Pretoria) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrik Pretoria (uitgesonderd die plaas Geelbekslei 345) en dié gedeelte van die landdrostdistrikte Cullinan, Kempton Park en Randburg wat ingevolge onderskeidelik Goewermentskennisgewings 970 van 30 Mei 1968, 1618 van 2 Oktober 1970 en 2152 van 22 November 1974 van die landdrostdistrik Pretoria oorgeplaas is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet bepaal, en bly van krag tot 23 Maart 1979 of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat 'n skriftelike leerkontrak uitdien;

"bakker en/of banketbakker" 'n werknemer, uitgesonderd 'n assistent, graad I-of 'n assistent, graad II, wat minstens vier jaar by die Bak- en Banketnywerheid kragtens 'n skriftelike leerkontrak of vyf jaar sonder 'n skriftelike leerkontrak werksaam was en brood en/of banket gebak het;

"bakwerk" die aanmaak of meng en/of verwerking van deeg met die hand of met 'n masjien en/of die aanmaak of bak van deeg of brood;

"Bak- en/of Banketnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om brood en/of banket vir verkoop te maak of te vervaardig en omvat dit die verspreiding van brood of banket of van beide deur sodanige werkgewers en/of werknemers, en omvat dit voorts alle werksaamhede wat gepaard gaan met of voortspuit uit enige van bogenoemde werksaamhede;

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

"ketelbediener" 'n werknemer wat onder algemene toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel en wat die vuur in so 'n ketel stook, aan die gang hou en uitkrap;

"brood", sonder om die gewone betekenis daarvan te beperk, ook broodrolletjies, spesiale brood, bolletjies, korentebrood en bolletjiesbrood;

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

"toevallige bestelling" 'n bestelling wat 'n klant regstreeks by 'n bedryfsinrigting plaas en wat by sodanige bedryfsinrigting as 'n volledige eenheid gefaktureer en daarvandaan afgelewer word;

"banket", sonder om die gewone betekenis daarvan te beperk, ook koek, fyngebakies, handgemaakte beskuitjies, pasteie, botterbroodjies, bolletjies en klein suurdeeggebak, uitgesonderd brood;

"Raad" die Nywerheidsraad vir die Bak- en Banketnywerheid (Pretoria), geregistreer ingevolge die Wet op Nywerheidsversoening, 1956;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BAKING AND
CONFECTIONERY INDUSTRY (PRETORIA)

AGREEMENT

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

Pretoria Master Bakers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Pretoria Baknywerheidsvereniging

(hereinafter referred to as the "employees" or the "trade union") of the other part,

being the parties to the Industrial Council for the Baking and Confectionery Industry (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Baking and Confectionery Industry (Pretoria)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed therein respectively;

(b) in the Magisterial District of Pretoria (excluding the farm Geelbekslei 345), and in those portions of the Magisterial Districts of Cullinan, Kempton Park and Randburg which were in terms of Government Notices 970 of 30 May 1968, 1618 of 2 October 1970 and 2152 of 22 November 1974 respectively, transferred from the Magisterial District of Pretoria.

(2) Notwithstanding the provisions of subclause (1), the term of this Agreement shall only apply to employees for whom wage are prescribed in this Agreement and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act and shall remain in operation until 23 March 1979 or such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship;

"baker and/or confectioner" means an employee, other than a Grade I assistant or a Grade II assistant, who has been employed in the Baking and Confectionery Industry for not less than four years, under a written contract of apprenticeship or five years without a written contract of apprenticeship, in baking bread and/or confectionery;

"baking" means the making or mixing and/or processing of dough by hand or machine and/or the making or baking of dough or bread;

"Baking and Confectionery Industry" means the Industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale, and includes the distribution by such employers and/or employees of bread or confectionery or both and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

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

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

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

"casual order" means an order placed direct with an establishment by a customer and invoiced at and delivered from such establishment as a complete unit;

"confectionery", without limiting its ordinary meaning, includes cakes, pastries, handmade biscuits, pies, scones, buns and yeast raised small goods, other than bread;

"Council" means the Industrial Council for the Baking and Confectionery Industry (Pretoria), registered in terms of the Industrial Conciliation Act, 1956;

"dag" die tydperk van 24 uur bereken vandat die werknemer egin werk;

"afleveringsbediende" 'n werknemer, uitgesonderd 'n bestelwagman se assistent, wat te voet of per fiets of met 'n stoot-arretjie of 'n kruitwa of enige handvoertuig toevallige bestellings vanuit die bakkerijperseel aflewer en kontant vir sodanige afleverings invorder en verantwoordelik is vir kontant, koepone en goedere ontvang;

"versendingsklerk" 'n werknemer wat in algemene beheer is van voorrade klaar produkte en wat verantwoordelik is vir die ontvangs, opberging, uitreiking, nagaan, bymekaarmaak en verpakking van brood en/of banket;

"deeg" 'n produk wat verkry word deur een of meer van die bestanddele wat by die produksie van brood en/of banket gebruik word, met die hand en/of masjien te meng;

"drywer" 'n werknemer, uitgesonderd 'n verkoper, wat 'n bestelwa dryf—

(a) vergesel van en onder toesig van 'n verkoper; en/of
(b) nie vergesel van 'n verkoper nie, om leë draborde en/of ander houers af te haal; en/of

(c) om brood en/of banket af te lewer ter uitvoering van toevallige bestellings wat vantevore geplaas en vóór aflewering by die bakkerij gefaktureer is: Met dien verstande dat, in die geval van brood, sulke afleverings beperk moet word tot hoogstens 10 klante op 'n bepaalde dag; en/of

(d) met die aflewering van brood en/of banket van die bakkerij af na sy werkgewer se geregistreerde winkel of depot;

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

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Bak- en Banketnywerheid werksaam was, ten opsigte waarvan hy bewyse tot tevreedenheid van die Raad oorleë;

"voorman" 'n bakker en/of banketbakker wat aan die hoof van 'n skof wat bak en/of banket maak;

"assistent graad I," 'n werknemer, uitgesonderd 'n bakker en/of banketbakker, vakleerling of leerling, wat onder toesig van 'n voorman, 'n bakker en/of banketbakker, een of meer van die volgende pligte verrig:

(a) Bestanddele meng vir die maak van brooddeeg en/of banketmengsels;

(b) deeg met die hand terugsnij of terugvou;

(c) deeg met die hand en/of masjien verdeel, vorm, vleg of tsoeneer;

(d) die temperatuur van oonde vir die bak van brood en/of banket reguleer;

(e) banketgebak, verjaarsdag-, doop- of troukoeke versier, vul, rond en dekoreer;

(f) 'n bakker en/of banketbakker oor die algemeen bystaan;

"assistent graad II," 'n werknemer, uitgesonderd 'n leerling, vakleerling, assistent graad I, of 'n ongeskoolde arbeider, wat onder die toesig van 'n voorman, bakker en/of banketbakker, of assistent graad I, algemeen help met die produksie van brood en/of banket, maar van hom word nie vereis en hy word nie egelaat om trou-, verjaarsdag- of doopkoeke te versier nie;

"uurloon" die weekloon wat aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure, gedeel deur die getal gewone werkure voorgeskryf in klousule 7;

"leerling" 'n werknemer wat onder die toesig van 'n voorman en/of bakker en/of banketbakker opleiding by dieselfde werkgewer vir 'n tydperk van vyf jaar ondergaan om as bakker en/of banketbakker te kwalifiseer; maar indien 'n leerling se opleidingstydperk deur die insolvensie, likwidasië, afsterwe of ander danige omstandighede van die werkgewer onderbreek word, en die leerling met die goedkeuring van die Raad by 'n ander werkgewer diens aanvaar om sy leerlingenskap te voltooi;

"oortyd" alle tyd wat daar langer gewerk word as die gewone werkure voorgeskryf in klousule 7 (1);

"verkoper" 'n werknemer wat in bevel is van 'n bestelwa op rondte en verantwoordelik is vir die brood en/of banket op dié rondte en vir die kontant en koepone wat hy ontvang, wat 'n bestelwa mag dryf en bestellings vra;

"skof" twee of meer persone, uitgesonderd ongeskoolde arbeiders, wat vir 'n tydperk van minstens twee agtereenvolgende tye in enige deel van die bedryfsinrigting werk;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe

'n algemene onklaarraking van installasie of masjinerie of anderszins die feit dat die geboue dreig om onbruikbaar te word as gevolg van 'n ongeluk of ander onvoorsiene omstandighede;

"voorraadman" 'n werknemer wat verantwoordelik is vir die materiale of artikels wat in 'n bedryfsinrigting gebruik word vir bakwerk soos hierin omskryf en/of vir die maak van banket wat die materiale of artikels ontvang en/of uitreik;

"ongeskoolde arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik besig is met een of meer van die volgende of soortgelyke werksaamhede:

(a) Materiaal, gerei of meel dra of opstapel;

(b) werkwinkels, persele, voertuie of diere skoonmaak;

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

"delivery employee" means an employee, other than a van assistant, who on foot or cycle or with a hand-cart or a wheelbarrow or any manually propelled vehicle, delivers casual orders from the bakery premises and collects cash for such deliveries and is responsible for cash, coupons and goods received;

"despatch clerk" means an employee who is in general charge of stores of finished products and who is responsible for receiving, storing, issuing, checking, assembling and packing bread and/or confectionery;

"dough" means the product of the admixture by hand and/or machine of one or more of any of the ingredients used in the production of bread and/or confectionery;

"driver" means an employee, other than a salesman, who drives a van—

(a) in the company of and under the supervision of a salesman; and/or

(b) unaccompanied by a salesman for the purposes of collecting empty trays and/or other containers; and/or

(c) for the purpose of delivering bread and/or confectionery in execution of casual orders previously placed with an invoiced at the bakery prior to delivery: Provided that in the case of bread, such deliveries shall be restricted to not more than 10 customers on any one day; and/or

(d) in the delivery of bread and/or confectionery from the bakery to his employer's registered shop or depot;

"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 the total period or periods during which an employee has been employed in the Baking and Confectionery Industry, in respect of which he furnishes proof to the satisfaction of the Council;

"foreman" means a baker and/or confectioner who is in charge of any shift employed in baking and/or the making of confectionery;

"Grade I assistant" means an employee other than a baker and/or confectioner, apprentice or learner, who under the supervision of a foreman, a baker and/or confectioner performs one or more of the following duties:

(a) Mixing ingredients to make bread dough and/or confectionery mixings;

(b) cutting or knocking back dough by hand;

(c) scaling, moulding, plaiting or shaping dough by hand and/or machine;

(d) regulating temperatures of ovens for the baking of bread and/or confectionery;

(e) icing, filling, finishing and decorating of confectionery, birthday, christening or wedding cakes;

(f) generally assisting a baker and/or confectioner;

"Grade II assistant" means an employee other than a learner, apprentice, Grade I assistant or an unskilled labourer, who under the supervision of a foreman, baker and/or confectioner or a Grade I assistant generally assists in the production of bread and/or confectionery, except that he shall not be required or permitted to decorate wedding, birthday or christening cakes;

"hourly wage" means the weekly wage payable to an employee in respect of the ordinary hours of work divided by the number of ordinary working hours prescribed in clause 7;

"learner" means an employee who, under the supervision of a foreman and/or baker and/or confectioner, undergoes training for a period of five years with the same employer to qualify as a baker and/or confectioner, except that where a learner's training period is interrupted through the insolvency, liquidation, decease or other such circumstances of the employer, the learner may with the consent of the Council transfer to employment with another employer, in order to complete his learnership;

"overtime" means any time worked in excess of the hours of work prescribed in clause 7 (1);

"salesman" means an employee in charge of a van on a round and who is responsible for the bread and/or confectionery on such round and for the cash and coupons received, and who may drive a van and canvas orders;

"shift" means two or more persons, other than unskilled labourers, working for a period of not less than two consecutive hours in any part of the establishment;

"short-time" means a temporary reduction in the number of ordinary hours of work owing 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 who takes charge of, receives and/or issues the materials or articles used in an establishment in baking, as herein defined, and/or for making confectionery;

"unskilled labourer" means an employee who is wholly or mainly engaged in one or more of the following or similar operations:

(a) Carrying or stacking materials, utensils or flour;

(c) cleaning workshops, premises, vehicles or animals;

- (c) draborde, panne, kiste, blikke, masjiene, gerei, vlamppye, skoorstene of roetkaste smeer of vir gebruik voorberei, was of skoonmaak;
- (d) brandstof na oonde dra of dit daarin voer of as verwyder;
- (e) voltooië produkte in rakke, dose of voertuie laai of daaruit aflaai;
- (f) neut, vrugte en/of eiers skoonmaak, sorteer, kraak, maal of ontpit;
- (g) brood en/of banket toedraai, afsonderlike artikels dra en/of hulle in draborde of ander houers verpak;
- (h) blikke en/of stukke deeg van etikette voorsien;
- (i) vleis met die hand en/of 'n vleismeul opsny;
- (j) mure of bouwerk afwit;
- (k) tee, koffie of dergelike drank maak;
- (l) hout- of kartonhouers inmeekaarsit;
- (m) beskermende klere herstel, was en stryk;
- (n) oonde laai en ontlai;
- (o) vooraf gevormde stukke deeg in blikke of op bakplate plaas;
- (p) deeg in vulbakke van outomatiese verdelers plaas;

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

"bestelwa-assistent" 'n werknemer wat vanuit 'n bestelwa werk en wat onder die regstreekse toesig is van 'n verkoper of drywer wat hy vergesel of algemeen help, en wat in die loop van sy werksaamhede 'n fiets of ander handvoertuig kan gebruik, met inbegrip van die op- en aflaai van voltooië gebak;

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

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

4. LONE

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

(a) Ander werknemers as los werknemers:

	Per week R
Voorman.....	69,00
Bakker.....	49,50
Banketbakker.....	49,50
Assistent graad I.....	23,50
Assistent graad II (man).....	19,50
Assistent graad II (vrou):	
Eerste jaar ondervinding.....	16,00
Daarna.....	17,00
Leerling:	
Eerste leerjaar.....	24,50
Tweede leerjaar.....	31,00
Derde leerjaar.....	43,00
Vierde leerjaar.....	49,50
Ongeskoolde arbeider (man):	
Eerste jaar ondervinding.....	17,50
Daarna.....	18,50
Ongeskoolde arbeider (vrou):	
Eerste jaar ondervinding.....	13,50
Daarna.....	15,00
Verkoper.....	37,00
Voorraadman of versendingsklerk.....	47,00
Bestelwa-assistent en afleweringbediende:	
Eerste jaar ondervinding.....	17,50
Daarna.....	18,50
Drywer:	
Eerste jaar ondervinding.....	27,00
Tweede jaar ondervinding.....	28,50
Daarna.....	29,50
Wag.....	19,50
Ketelbediener.....	19,50

(b) *Los werknemer*.—Vir elke dag of gedeelte van 'n dag diens, een vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk doen as wat daar van die los werknemer vereis word om te doen.

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behalwe soos in subklousule (3) en klousule 5 (6) bepaal, moet 'n werknemer vir '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 in klousule 7 (1) voorgeskryf, of minder, gewerk het.

- (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 finished products in racks, boxes or vehicles;
- (f) cleaning, sorting, cracking, grinding or stoning nuts, fruit and/or eggs;
- (g) wrapping bread and/or confectionery, carrying individual articles and/or packing them into trays or other containers;
- (h) labelling tins and/or dough pieces;
- (i) cutting up meat by hand and/or mincing machine;
- (j) lime-washing walls or structures;
- (k) making tea, coffee or similar beverages;
- (l) assembling wooden or cardboard containers;
- (m) repairing, washing and ironing protective clothing;
- (n) loading and unloading ovens;
- (o) placing pre-moulded dough pieces into tins or on baking sheets;
- (p) putting dough into hoppers of automatic dividers;

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

"van assistant" means an employee operating from a van and who accompanies and generally assists and who is under the direct control of a salesman or driver and who may use a bicycle or other manually propelled vehicle in the course of his duties, including the loading and unloading of finished baker products;

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

(2) In classifying an employee for the purposes 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.....	69,00
Baker.....	49,50
Confectioner.....	49,50
Grade I assistant.....	23,50
Grade II assistant (male).....	19,50
Grade II assistant (female):	
First year of experience.....	16,00
Thereafter.....	17,00
Learner:	
First year of learnership.....	24,50
Second year of learnership.....	31,00
Third year of learnership.....	43,00
Fourth year of learnership.....	49,50
Unskilled labourer (male):	
First year of experience.....	17,50
Thereafter.....	18,50
Unskilled labourer (female):	
First year of experience.....	13,50
Thereafter.....	15,00
Salesman.....	37,00
Storeman or despatch clerk.....	47,00
Van assistant and delivery employee:	
First year of experience.....	17,50
Thereafter.....	18,50
Driver:	
First year of experience.....	27,00
Second year of experience.....	28,50
Thereafter.....	29,50
Watchman.....	19,50
Boiler attendant.....	19,50

(b) *Casual employee*.—For each day or part of a day employment, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as that 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 that week worked the maximum number of ordinary hours prescribed in clause 7 (1) or less.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek 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;

n subklousule (1) voorgeskryf word, moet vir al die gewone verkure van die bedryfsinrigting op daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande dat—

(i) hierdie subklousule nie van toepassing is nie wanneer die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê moet word dat dit 'n werkgewer belet om van 'n werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Berekening van die maandloon.*—Wanneer die loon aan 'n werknemer verskuldig ingevolge klousule 4 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die koers van vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik, moet aan hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae betaal van minstens 40c per week of, as hy 'n los werknemer is, minstens 8c per dag.

(6) Geen bepaling van hierdie Ooreenkoms mag tot gevolg hê dat die loon wat voor die datum van inwerkingtreding van hierdie Ooreenkoms aan enige werknemer betaal is, verminder word nie.

5. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 11 (2), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word, of indien die werkgewer en sy werknemer skriftelik daartoe ooreengekom het, maandeliks, gedurende die gewone verkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koevert of ouer wees waarop aangeteken moet wees of wat vergesel moet aan van 'n staat wat die volgende aantoon:

(a) Die naam van die werkgewer;

(b) die naam van die werknemer;

(c) die getal gewone verkure deur die werknemer gewerk;

(d) die getal ure deur die werknemer oortyd gewerk;

(e) die getal ure op 'n Sondag gewerk;

(f) die loon van die werknemer;

(g) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(h) die besonderhede van enige bedrae wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied.

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

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie bepaling nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werknemer regtens moet ydra nie.

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

(5) *Kos en inwoning.*—Behoudens die Bantoës (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos en/of inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes of aftrekkings van sy werknemer se besoldiging aftrek nie, behalwe die volgende:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, loks wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag veredig aan die tydperk van sy afwesigheid bereken op die grondslag van die weekloon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone verkure ontvang 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 for all the ordinary hours of work of the establishment on that day—

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work;

Provided that—

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

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of monthly wage.*—Whenever the wage due to an employee is, in terms of clause 4 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (1) for an employee of his class.

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay to him in addition to any other remuneration due to him, an allowance of not less than 40c per week or, if he is a casual employee, not less than 8c per day.

(6) Nothing in this Agreement shall operate to reduce the wages which were being paid to any employee prior to the date of coming into operation of this Agreement.

5. PAYMENT OF REMUNERATION

(1) *Employees other than a casual employee.*—Save as provided in clause 11 (2), 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 such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name;

(c) the number of ordinary hours worked by employee;

(d) the number of overtime hours worked by employee;

(e) the number of hours worked on a Sunday;

(f) the employee's wage;

(g) details of any other remuneration arising out of the employee's employment;

(h) details of any deductions made;

(i) the actual amount paid to the employee; and

(j) 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 provision 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, 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) 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;

- (b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, siekte-, versekerings- of pensioenfondse;
- (c) heffings ingevolge klousule 16 van hierdie Ooreenkoms;
- (d) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van enige bevoegde hof mag of moet aftrek;
- (e) bedrae wat ingevolge klousule 21 (3) van hierdie Ooreenkoms afgetrek moet word;
- (f) met die skriftelike toestemming van 'n verkoper, drywer, bestelwa-assistent en enige afleweringsbediende, die bedrag van enige tekort in die kontant, brood, banket of die waarde van koepons waarvoor hy verantwoordelik is: Met dien verstande dat 'n aftrekking ooreenkomstig hierdie paragraaf nie meebring dat die werknemer minder as die helfte van die totale besoldiging wat aan sodanige werknemer verskuldig is, ontvang nie;
- (g) met die skriftelike toestemming van sy werknemer, die bedrag vir kontant wat deur die werkgever voorgeskiet of goedere wat van die werkgever gekoop is: Met dien verstande dat sodanige aftrekkings hoogstens een derde mag wees van die totale besoldiging wat aan sodanige werknemer verskuldig is;
- (h) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens:

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

6. GETALSVERHOUDING

- (1) In enige bedryfsinrigting mag minstens een voorman of bakker of banketbakker op elke skof in diens wees voordat assistente graad I in diens geneem mag word.
- (2) Vir elke voorman of bakker of banketbakker wat in diens is, mag een vakleerling in diens geneem word.
- (3) 'n Bakker wat ook die werk van 'n banketbakker verrig en 'n banketbakker wat ook die werk van 'n bakker verrig, kan as òf 'n bakker òf 'n banketbakker gereken word maar nie as beide nie.
- (4) Vir die toepassing van hierdie klousule kan 'n werkgever wat op enige skof uitsluitlik die pligte van 'n voorman verrig, as 'n voorman geag word: Met dien verstande dat hy sy naam in die tyd- en loonregister laat plaas, asook die beroep wat hy beoefen daarin laat opteken.
- (5) 'n Verkoper mag nie in beheer geplaas word van of toegesig hê oor meer as een bestelwa nie.
- (6) Vir elke voorman of bakker of banketbakker wat in diens is, mag hoogstens vier assistente graad I in diens geneem word.
- (7) Vir elke voorman of bakker of banketbakker of assistent graad I wat in diens is, mag hoogstens twee assistente graad II in diens geneem word.
- (8) Geen leerling, vakleerling, assistent graad I of assistent graad II mag in beheer van 'n skof wees nie.
- (9) Hierdie klousule is van toepassing op 'n bedryfsinrigting as geheel, ongeag of die werknemers brood en/of banket vervaardig.

7. WERKURE EN OORTYDWERK

- (1) *Gewone werkure.*—(a) Die gewone werkure van verkopers, bestelwa-assistente, drywers en ander werknemers, uitgesonderd los werknemers, wat slegs afleweringswerk doen, is hoogstens—
- (i) 50 uur in 'n week;
- (ii) 10 uur op 'n dag tussen 06h00 en 17h00: Met dien verstande dat die perk van 50 uur per week nie oorskry word nie.
- (b) Vir alle werknemers, uitgesonderd wagne, los werknemers en diegene omskryf in subklousule (1) (a) van hierdie klousule, is die gewone werkure hoogstens 46 uur in 'n bepaalde week van hoogstens ses werkdade en sodanige werknemers moet 'n vry periode van minstens 24 agtereenvolgende ure elke week vergun word, welke periode duidelik in die loonregister of sodanige ander staat wat deur 'n inspekteur gemagtig word, aangedui moet word, en geen werk mag gewoonweg gedurende sodanige periode gedoen word nie; ook mag geen tyd gedurende sodanige periode gewerk, in aanmerking geneem word by die berekening, vir die toepassing van hierdie klousule, van die getal ure wat sodanige werknemer gewerk het nie. Die gewone daaglikse werkure van werknemers is agtereenvolgend, buiten en behalwe 'n ononderbroke etenspouse soos uiteengesit in subklousule (3), en is hoogstens—
- (i) in die geval van 'n bedryfsinrigting wat ses dae per week werk, agt uur op 'n dag, tensy daar op een dag hoogstens vyf uur gewerk word, in welke geval daar op die ander dae hoogstens agt en 'n half uur op 'n dag gewerk mag word;
- (ii) in die geval van 'n bedryfsinrigting wat vyf dae per week werk, nege en 'n kwart uur op 'n dag.
- (c) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone ure as nege en 'n kwart op 'n dag te werk nie.

- (b) with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;
- (c) levies in terms of clause 16 of this Agreement;
- (d) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;
- (e) deductions in terms of clause 21 (3) of this Agreement;
- (f) with the written consent of a salesman, driver, van assistar and any delivery employee, a deduction of the amount of an deficiency in the cash, bread, confectionery or the value of coupons for which he is responsible: Provided that the making of a deduction in terms of this paragraph shall not cause the employee to receive less than half the total remuneration due to such employee;
- (g) with the written consent of his employee, a deduction for cash advanced by the employer or goods purchased from the employer: Provided that such deduction shall not exceed one third of the total remuneration due to such employee;
- (h) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:

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

6. PROPORTION OR RATIO

- (1) In any establishment not less than one foreman or baker or confectioner shall be employed upon every shift before Grade I assistants may be employed.
- (2) For each foreman or baker or confectioner employed on apprentice may be employed.
- (3) A baker who also does the work of a confectioner, and confectioner who also does the work of a baker may be reckoned as either a baker or a confectioner, but not as both.
- (4) For the purposes of this clause an employer who on any shift is wholly engaged in performing duties of a foreman, may be deemed to be a foreman: Provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged.
- (5) A salesman may not be in charge of or have supervisory over more than one van.
- (6) For each foreman or baker or confectioner employed not more than four Grade I assistants may be employed.
- (7) For each foreman or baker or confectioner or Grade assistant employed not more than two Grade II assistants may be employed.
- (8) No learner, apprentice, Grade I assistant or Grade assistant shall be in control of a shift.
- (9) The provisions of this clause shall apply to an establishment as a whole, irrespective of whether employees are engaged in the manufacture of bread and/or confectionery.

7. HOURS OF WORK AND OVERTIME

- (1) *Ordinary hours of work.*—(a) The ordinary hours of work of salesmen, van assistants, drivers and other employees employed exclusively in delivery work, excluding casual employees, shall not exceed—
- (i) 50 hours in any week;
- (ii) 10 hours on any day between the hours of 06h00 and 17h00: Provided that the weekly limit of 50 hours be not exceeded.
- (b) For all employees other than watchmen, casual employees and those specified in subclause (1) (a) of this clause, the ordinary hours of work shall not exceed 46 hours in any one week of not more than six working days and such employees shall be granted a free period each week of not less than 24 consecutive hours which period shall be clearly indicated in the wages register, such other record as may be authorised by an inspector, and the work shall ordinarily be performed during such period, not shall any time worked during such period be taken into account in calculating for the purposes of this clause the number of hours worked by such employee. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals as set out in subclause (3) and shall not exceed—
- (i) in the case of an establishment in which a six-day week is observed, eight hours on any day, unless the hours on any day do not exceed five, in which case the hours on the other day shall not exceed eight and one-half on any day;
- (ii) in the case of an establishment in which a five-day week is observed, nine and one-quarter hours on any day.
- (c) An employer shall not require or permit a casual employee to work more ordinary hours than nine and one-quarter on any day.

(2) (a) Geen bestelwa of ander voertuig wat 'n werkgewer besit, huur of gebruik en wat brood en/of banket bevat, mag die bedryfsinrigting van 'n werkgewer verlaat, en geen werkgewer of werknemer mag die bedryfsinrigting van 'n werkgewer met brood en/of banket vóór 06h00 op enige dag van Maandag tot en met Vrydag en 05h00 op Saterdag en op enige dag vóór 'n openbare vakansiedag verlaat nie, en elke bestelwa of ander voertuig van 'n werkgewer moet terugkeer na die bedryfsinrigting of die plek waar die bestelwa of ander voertuig gewoonlik gebêre word, en elke werkgewer en/of werknemer wat te doen het met die aflewering en/of vervoer van brood en/of banket moet terugkeer na die werkgewer se bedryfsinrigting of die plek waar die bestelwa of ander voertuig waarmee hy werk gewoonlik gebêre word, nie later nie as 17h00 op enige dag van Maandag tot en met Vrydag, en 18h00 op Saterdag en enige dag vóór 'n openbare vakansiedag, tensy die terugkeer van sodanige bestelwa of ander voertuig of van enige werkgewer of werknemer verhoed word deur 'n natuurnag, ongeluk, meganiese defek of ander voorval buite die beheer van die werkgewer en die werknemer.

(b) Brood en/of banket vir kleinhandelsverskaffing aan kliente mag tussen die voorgeskrewe afleweringstye soos uiteengesit in klousule 7 (2) (a) en tot 20h00 oorhandig word maar nie vanuit enige bedryfsinrigting afgelewer word nie.

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

(i) op 'n Sondag;

(ii) op 'n openbare vakansiedag.

(3) 'n Werkgewer mag nie van sy werknemer, uitgesonderd 'n verkoper, bestelwa-assistent, drywer en ander werknemers wat uitsluitlik afleweringwerk doen, vereis of hom toelaat om meer as vyf uur aaneen te werk sonder 'n pouse van een uur waarin geen werk gedoen mag word nie, en sodanige pouse word nie geag deel uit te maak van die gewone of oortydure nie: Met dien verstande dat—

(a) indien die werkgewer en werknemer daartoe ooreenkom, die pouse tot minstens 30 minute verkort mag word;

(b) indien so 'n pouse langer as een uur duur, elke tydperk van meer as een uur geag word gewone werkure te wees;

(c) 'n werktydperk wat onderbreek word deur 'n pouse van minder as 'n halfuur geag word aaneenlopend te wees;

(d) in die geval van verkopers, bestelwa-assistente, drywers en ander werknemers wat uitsluitlik afleweringwerk doen, pouses van minder as een uur vir etes toegestaan mag word, mits sodanige pouses altesaam minstens een uur op 'n dag is.

(4) Behoudens subklousule (3), is alle werkure aaneenlopend.

(5) *Oortydwerk*.—Alle tyd wat 'n werknemer langer werk as die maksimum getal ure wat in subklousule (1) (b) van hierdie klousule voorgeskryf word, word geag oortydwerk te wees.

(6) *Beperking van oortydwerk*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) 10 uur in 'n week;

(b) twee uur op 'n dag.

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

(a) tussen 18h00 en 06h00 te werk nie;

(b) ná 13h00 op meer as vyf dae in 'n bepaalde week te werk nie;

(c) meer as twee uur op 'n dag of op meer as drie agtereenvolgende dae oortydwerk te doen nie;

(d) oortydwerk op meer as 60 dae in 'n bepaalde jaar te doen nie;

(e) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortydwerk te verrig nie, tensy hy—

(i) sodanige werknemer voor die middag daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n voldoende ete voorsien voor die aanvang van sodanige oortydwerk; of

(iii) sodanige werknemer minstens 50c betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sodanige oortydwerk moet begin.

(8) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer, uitgesonderd diegene in subklousule (1) (a) bedoel, wat oortyd werk, betaal teen minstens—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal sy weekloon, gedeel deur 46, ten opsigte van elke uur of gedeelte van 'n uur aldus altesaam in enige week gewerk;

(b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon, gedeel deur agt of nege, afhangende daarvan of hy in diens is in 'n bedryfsinrigting waarin onderskeidelik ses of vyf dae per week gewerk word, ten opsigte van elke uur of gedeelte van 'n uur aldus op 'n dag gewerk:

Met dien verstande dat, vir die toepassing van hierdie subklousule, die uitdrukking "loon" geag word ook te beteken dat indien 'n werknemer oortyd werk op enige dag en vir die

(2) (a) No van or other vehicle which is owned, hired or used by an employer 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 06h00 on any day from Monday to Friday and 05h00 on Saturdays and on any day preceding a public holiday, each and every van or other vehicle or 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 17h00 on any day from Monday to Friday, and 18h00 on Saturday and any day preceding a public holiday, unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer and employee.

(b) Bread and/or confectionery for supply to customers by retail may be handed over but not delivered from any establishment between the prescribed delivery hours set out in clause 7 (2) (a) and until 20h00.

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

(i) on a Sunday;

(ii) on any public holiday.

(3) An employer shall not require or permit his employee, other than salesmen, van assistants, drivers, and other employees employed exclusively in delivery work, to work for more than five hours continuously without an interval of 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) where the employer and employee agree the interval may be reduced to not less than 30 minutes;

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

(c) any period of work interrupted by an interval of less than half an hour shall be deemed to be continuous;

(d) in the case of salesmen, van assistants, drivers and other employees employed exclusively in delivery work, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day.

(4) Save as provided in subclause (3), all hours of work shall be consecutive.

(5) *Overtime*.—All time worked by an employee in excess of the maximum number of hours prescribed in subclause (1) (b) of this clause, shall be deemed to be overtime.

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

(a) 10 hours in any week;

(b) two hours on any day.

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

(a) to work between 18h00 and 06h00;

(b) to work after 13h00 on more than five days in any week;

(c) to work overtime for more than two hours on any day or on more than three consecutive days;

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

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

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

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

(iii) paid to such employee not less than 50c in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(8) *Payment for overtime*.—An employer shall pay his employee, other than those specified in subclause (1) (a), who works overtime at a rate of not less than—

(a) in the case of an employee, other than a casual employee, one and one-third times his weekly wage divided by 46 in respect of each hour or part of an hour so worked in the aggregate in any week;

(b) in the case of a casual employee, one and one-third times his daily wage divided by eight or nine, depending on whether he is employed in an establishment which observes a six-day or five-day week, respectively, in respect of each hour or part of an hour so worked on any day:

Provided that for the purposes of this subclause the expression "wage" shall be deemed to include that when an employee works overtime on any day in respect of the ordinary hours of work

gewone werkure op so 'n dag geregtig is op besoldiging teen 'n hoër skaal ingevolge klousule 4 (3), besoldiging vir oortydwerk op so 'n dag verrig teen dié hoër skaal bereken moet word.

(9) Elke werkgewer moet die man wat aan die hoof van elke skof staan, verantwoordelik hou vir die aantekening van die werkure van al die werknemers op daardie skof.

(10) (a) *Voorbehoudsbepalings.*—Subklousules (1) (b), (3), (4), (5), (6), (8) en (9) van hierdie klousule en klousule 10 is nie van toepassing op voormanne wat 'n loon van minstens R3 600 per jaar ontvang nie; subklousules (3) (a), (b) en (c), (5), (6) en (8) is nie van toepassing op verkopers, bestelwa-assistente, drywers of ander werknemers wat uitsluitlik afleweringwerk verrig nie, en subklousules (2), (3), (4) en (6) is nie van toepassing op enige manlike werknemer wat noodwerk verrig nie.

(b) Hierdie klousule is nie op 'n wag van toepassing nie maar daar mag nie van hom vereis of hy mag nie toegelaat word om meer as ses dae in 'n bepaalde week te werk nie.

8. BEPERKING VAN DIE PLIGTE VAN 'N DRYWER

Daar mag nie van 'n drywer vereis of hy mag nie toegelaat word om besigheid te werf nie en hy mag nie brood en/of banket in sy bestelwa vervoer waarvoor daar geen fakture deur die bakkerij uitgemaak is voordat hy die perseel van die bakkerij verlaat het nie.

9. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGSVOERTUIG

Elke werkgewer moet sy naam waaronder daar in die Bak- en Banketnywerheid handel gedryf word, op 'n opvallende plek op al sy bestelwaens in drukskrif aanbring in letters minstens 150 mm breed en 150 mm hoog, en in letters minstens 25 mm breed en 25 mm hoog op fietse of ander voertuie wat hy in verband met die vervoer, verkoop of aflewering van brood en/of banket gebruik.

10. SONDAE, VRY PERIODES EN OPENBARE VAKANSIEDAE

(1) *Betaling vir werk op Sondag en vir werk gedurende 'n werknemer se vry periode.*—Wanneer daar van 'n werknemer, uitgesonderd 'n wag, vereis of hy toegelaat word om te werk op 'n Sondag of gedurende sy vry periode in klousule 7 (1) (b) bedoel, moet sodanige werknemer—

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

(b) as hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal word ten opsigte van die totale tydperk gedurende dié vry periode gewerk, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(2) 'n Werknemer is geregtig op en moet verlof met volle besoldiging op alle openbare vakansiedae toegestaan word: Met dien verstande dat daar van 'n werknemer vereis kan word om op so 'n dag te werk.

(3) Wanneer 'n werknemer, uitgesonderd 'n wag, op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op so 'n dag gewerk, benewens die besoldiging waarop hy geregtig sou wees al het hy nie aldus gewerk nie, en daarbenewens moet die werkgewer aan die werknemer gedurende die week van sodanige openbare vakansiedag of gedurende die daaropvolgende week 'n dag se verlof met volle betaling toestaan.

(4) Indien 'n werknemer, uitgesonderd 'n wag, op 'n openbare vakansiedag, behalwe Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom in plaas daarvan een dag verlof met volle besoldiging gedurende die week van sodanige openbare vakansiedag toestaan en indien dié werknemer nie een dag verlof in plaas daarvan toegestaan word nie, moet sy werkgewer hom betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op die openbare vakansiedag gewerk, benewens die besoldiging waarop hy geregtig sou wees al het hy nie aldus gewerk nie.

11. JAARLIKSE VERLOF

(1) (a) Elke werkgewer moet aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof met volle besoldiging toestaan—

(i) in die geval van 'n wag, drie agtereenvolgende weke;

(ii) in die geval van alle ander werknemers wat 'n weekloon ontvang van—

(aa) minder as R35 twee agtereenvolgende weke; en

(ab) R35 of meer, twee agtereenvolgende weke ten opsigte van die eerste voltooide tydperk van 12 maande, en drie agtereenvolgende weke ten opsigte van daaropvolgende tydperke van 12 maande;

on which day he is entitled to payment at a higher rate in terms of clause 4 (3), payment for overtime performed on such day shall be calculated on such higher rate.

(9) Every employer shall appoint the man in charge of each shift to be responsible for the recording of hours of work of all employees on shift.

(10) (a) *Savings.*—The provisions of subclauses (1) (b), (3), (4), (5), (6), (8) and (9) of this clause and clause 10 shall not apply to foremen in receipt of a wage of not less than R3 600 per annum; subclauses (3) (a), (b) and (c), (5), (6) and (8) shall not apply to salesmen, van assistants, drivers or other employee exclusively employed in delivery work, and subclauses (2), (3), (4) and (6) shall not apply to any male employee on emergency work.

(b) The provisions of this clause shall not apply to a watchman but he shall not be required or permitted to work for more than six days in any one week.

8. LIMITATION OF DUTIES OF DRIVER

A driver shall not be permitted or required to canvass for business and shall not be permitted to carry bread and/or confectionery in his van for which no invoices have been prepared by the bakery prior to his leaving the bakery premises.

9. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES

Every employer shall display his name under which trading is done in the Baking and Confectionery Industry on all vans in a conspicuous place in print not smaller than 150 mm in width and 150 mm in height and not smaller than 25 mm in width and 25 mm in height on bicycles or other vehicles used by him in connection with the conveyance, sale or delivery of bread and/or confectionery.

10. SUNDAYS, FREE PERIODS AND PUBLIC HOLIDAYS

(1) *Payment for work on Sundays and for work during an employee's free period.*—Where an employee, other than a watchman, is required or permitted to work on a Sunday or during his free period referred to in clause 7 (1) (b), such employee shall be paid—

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

(b) if he so works for a period exceeding four hours, not less than double his ordinary rate of remuneration in respect of the total period worked during such free period or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

(2) An employee shall be entitled to and be granted leave on full pay on all public holidays: Provided that an employee may be required to work on such day.

(3) Whenever an employee other than a watchman works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to remuneration to which he would have been entitled had he not so worked and shall in addition thereto grant to the employee a day's leave on full pay during the week of such public holiday or during the ensuing week.

(4) Where an employee other than a watchman works on a public holiday other than Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall grant him in lieu thereof one day's leave on full pay during the week of such public holiday and if such employee has not been granted one day's leave in lieu thereof, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on the public holiday in addition to the remuneration to which he would have been entitled had he not so worked.

11. ANNUAL LEAVE

(1) (a) Every employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

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

(ii) in the case of every other employee whose weekly wage is—

(aa) less than R35, two consecutive weeks' leave; and

(ab) R35, or more, two consecutive weeks' leave in respect of the first completed period of 12 months and in respect of subsequent periods of 12 months, three consecutive weeks' leave;

Met dien verstande dat hierdie bepaling nie die uitwerking mag hê dat dit die verlof waarop 'n werknemer geregtig was voor die datum waarop hierdie bepaling in werking getree het, vermindert nie.

(b) Die verlof in paragraaf (a) voorgeskryf, moet só toegestaan word dat dit 'n aanvang neem binne twee maande na voltooiing van die 12 maande diens waarop dit betrekking het: Met dien verstande dat—

(i) sodanige verlof nie mag saamval met enige tydperk waartydens die werknemer sy kennisgewing van diensbeëindiging uitdien, met siekteverlof ingevolge klousule 12 is of militêre opleiding ooreenkomstig die Verdedigingswet, 1957, ondergaan nie;

(ii) indien enige openbare vakansiedag binne sodanige verlof-tydperk val, die vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iii) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die jaar diens waarop die verlof betrekking het, van sodanige verlof-tydperk kan aftrek.

(2) Die werkgewer moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan word, sy gewone besoldiging en opsigte van die verlof-tydperk vóór of op die laaste werkdag óór genoemde tydperk betaal.

(3) (a) By diensbeëindiging moet die werkgewer 'n werknemer—

(i) sy volle besoldiging betaal vir die tydperk wat hy gewerk het;

(ii) ten opsigte van enige verlof wat opgeloopt het maar nie voor die datum van diensbeëindiging toegestaan is nie 'n bedrag betaal gelyk aan een dag se besoldiging ten opsigte van elke voltooiide maand diens by die werkgewer ná die datum waarop hy laas op verlof ooreenkomstig subklousule (1) geregtig geword het, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, ná die aanvangsdatum van sy diens: Met dien verstande dat in die geval van 'n wag en 'n werknemer met minstens twee jaar aanloopende diens by dieselfde werkgewer en wie se besoldiging R35 of meer per week is, wat in so 'n geval op drie weke verlof met volle besoldiging ooreenkomstig subklousule (1) geregtig is, dié werknemer betaal word vir een en 'n half dae ten opsigte van elke voltooiide maand diens by die werkgewer ná die datum waarop hy laas op verlof ooreenkomstig genoemde subklousule (1) geregtig geword het.

(b) Enige werknemer wie se diens beëindig word as gevolg van 'n kriminele oortreding of by gebrek aan die vereiste kennisgewing van diensopsegging, verbeur enige verlofvoordele wat hy tydens die onvoltooiide siklus van 12 maande diens verloor het.

(4) Enige tydperk waartydens 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1), uitgesonderd enige spesiale verlof sonder besoldiging;

(b) afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan (met dien verstande dat 'n werknemer hoogstens vier maande van so 'n opleidingstermyn as diens kan eis);

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

(d) van sy werk afwesig is met siekteverlof ooreenkomstig klousule 12;

word behoudens subklousule (5), vir die toepassing van subklousules (1) en (3) as diens geag.

(5) Subklousule (4) (d) is nie van toepassing op enige tydperk in afwesigheid weens siekte van meer as twee agtereenvolgende dae nie indien die werknemer in gebreke bly om, nadat die werkgewer om sodanige sertifikaat gevra het, 'n sertifikaat van 'n mediese praktisyn dat hy as gevolg van siekte verhoed was om sy werk te doen, aan die werkgewer voor te lê.

(6) Vir die toepassing van hierdie klousule word "diens" ag 'n aanvang te neem op—

(a) die datum waarop die werknemer by die werkgewer in diens getree het; of

(b) die datum waarop die werknemer laas op verlof met volle besoldiging geregtig geword het, of die jongste datum.

12. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeduldigheid van die werk afwesig is, siekteverlof toestaan van—

(a) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 30 werkdade;

(b) in die geval van alle ander werknemers, altesaam minstens 36 werkdade;

on full pay: Provided that this provision shall not operate to reduce the leave which an employee was entitled to prior to the date on which this provision comes into operation.

(b) The leave prescribed in paragraph (a) shall be granted so as to commence within two months after the completion of the 12 months of employment to which it relates: Provided that—

(i) such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, on sick leave in terms of clause 12, or is undergoing military training in pursuance of the Defence Act, 1957;

(ii) if any public holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay;

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

(2) The employer shall pay to an employee to whom leave is granted in terms of subclause (1) his ordinary remuneration in respect of the period of leave, not later than the last working day before the commencement of the said period.

(3) (a) Upon termination of employment, the employer shall pay to an employee—

(i) his full pay for the period worked;

(ii) in respect of any period of leave which has accrued to him but was not granted before the date of termination of the employment an amount equal to one day's pay in respect of each completed month of employment with the employer, after the date on which he last became entitled to leave in terms of subclause (1) or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment: Provided that in the case of a watchman and an employee who has not less than two years' continuous service with the same employer and whose remuneration is R35 or more per week, permitting in such case three weeks' leave of absence on full pay in terms of subclause (1), the employee shall be paid for one and a half days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of said subclause (1).

(b) Any employee whose employment is terminated owing to a criminal offence or failing to give the required notice, shall forfeit any leave privileges earned for an uncompleted cycle of 12 months employment.

(4) Any period during which an employee—

(a) is on leave in terms of subclause (1) but excluding any special leave without pay;

(b) is absent undergoing military training in pursuance of the Defence Act, 1957 (provided that an employee shall not be entitled to claim as employment more than four months of any period of such training);

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

(d) is absent from work on sick leave in terms of clause 12;

shall, subject to the provisions of subclause (5), be deemed to be employment for the purposes of subclauses (1) and (3).

(5) The provisions of subclause (4) (d) shall not apply in respect of any period of absence owing to illness of more than two consecutive days if the employee fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work.

(6) For the purposes of this clause, "employment" shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to leave of absence on full pay, whichever may be the later.

12. SICK LEAVE

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

(a) in the case of an employee who works a five-day week, not less than 30 work-days;

(b) in the case of every other employee, not less than 36 work-days,

gedurende elke siklus van 24 agtereenvolgende maande diens by hom, en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan minstens 75 persent van die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het:

Met dien verstande dat in die eerste siklus van 24 agtereenvolgende maande diens, 'n werknemer nie geregtig is nie op siekteverlof met driekwart besoldiging teen 'n skaal van meer as, in die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van drie en 'n half weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide drie weke diens.

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag wat ingevolge hierdie klousule deur 'n werknemer ten opsigte van enige afwesigheid van werk vir 'n tydperk van hoogstens twee agtereenvolgende kalenderdae of op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare vakansiedag of op die werkdag onmiddellik na 'n betaaldag geëis word, van die werknemer vereis om 'n sertifikaat wat deur 'n mediese praktisyn geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig, aan hom voor te lê: Met dien verstande dat, indien 'n werknemer gedurende enige tydperk van agt agtereenvolgende weke betaling ingevolge hierdie klousule by twee of meer geleenthede vir tydperke van twee agtereenvolgende kalenderdae of minder geëis het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die daaropvolgende agt weke as 'n opgeskortende voorwaarde vir die betaling deur hom van enige bedrag deur sodanige werknemer ingevolge hierdie klousule geëis, van die werknemer kan vereis om sodanige sertifikaat aan hom voor te lê, afgesien van die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgewer afwesig is vir langer as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgeloo het, is hy geregtig op betaling vir slegs dié siekteverlof wat aldus opgeloo het, maar sy werkgewer moet, indien hy die nie alreeds gedoen het nie, by verstryking van genoemde dienssiklus of by diensbeëindiging vóór sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal (teen 'n tarief van minstens 75 persent van die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het) vir sover siekteverlof wat by sodanige verstryking of beëindiging opgeloo het, nog nie geneem was nie.

(4) Aan die einde van elke siklus van 24 agtereenvolgende maande loop die helfte van enige siekteverlof vir daardie siklus wat nie deur 'n werknemer geneem is nie, in sy krediet op tot 'n maksimum totaal van 100 werkdade as die werknemer vyf dae per week werk op 120 werkdade vir alle ander werknemers, met inbegrip van enige siekteverlof vir die huidige siklus.

(5) 'n Werknemer wat by die aanvangsdatum van hierdie Ooreenkoms minstens vyf agtereenvolgende jaar by dieselfde werkgewer in diens was, moet met die helfte van enige siekteverlof wat hom toekom maar wat hy nie gedurende die afgelope twee siklusse van 24 agtereenvolgende maande geneem het nie, as opgelope siekteverlof gekrediteer word.

(6) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 11 (4).

(7) "Ongeskiktheid" beteken onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige onvermoë om te werk, te wyte aan 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie, en dat sodanige tydperk nie van enige siekteverlof waarop die werknemer geregtig is, afgetrek mag word nie.

13. DIENSSERTIFIKAAT

Ten einde die loon te bepaal wat betaal moet word aan werknemers in klousule 4 van hierdie Ooreenkoms bedoel, moet elke werkgewer 'n dienssertifikaat in die vorm in Aanhangsel I van hierdie Ooreenkoms voorgeskrif, gratis aan elke sodanige werknemer uitreik wanneer hy so 'n werkgewer se diens verlaat.

14. DIENSBEEÏNDIGING

(1) (a) Minstens een week kennisgewing in die geval van weekliks besoldigde werknemers en twee weke in die geval van maandeliks besoldigde werknemers moet deur die werkgewer of die werknemer gegee word om 'n dienskontrak te beëindig: Met dien verstande dat dit nie die volgende raak nie:

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

(ii) enige skriftelike ooreenkoms tussen die werkgewer en die werknemer waarin voorsiening gemaak word vir 'n langer kennisgewingstermyn, mits die tydperke aan beide kante dieselfde is.

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than 75 per cent of the wage he would have received had he worked during such period:

Provided that in the first cycle of 24 consecutive months of employment an employee shall not be entitled to sick leave on three-quarter pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of three and a half weeks of employment, and, in the case of every other employee, one work-day in respect of each completed three weeks of employment.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive calendar days, or on a work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday or on the work-day immediately succeeding a pay-day, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of two consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued during the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him (at the rate of not less than 75 per cent of the wage he would have received had he worked during such period), in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) At the end of each cycle of 24 consecutive months one half of any sick leave for that cycle not taken by an employee shall accumulate to his credit up to a maximum total of 100 work-days if the employee works five days per week and 120 work-days for all other employees, including any sick leave due for the current cycle.

(5) Any employee who at the date of the commencement of this Agreement has been in the employment of the same employer for at least five consecutive years shall have one half of any periods of sick leave due to him but not taken by him during the last two 24 consecutive month cycles, credited to him as accumulated sick leave.

(6) For the purposes of this clause the expression "employment" shall have the same meaning as in clause 11 (4).

(7) "Incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's misconduct: Provided that any inability to work caused by an accident compensable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of a period of inability to work for which no disablement payment is payable in terms of that Act, and that such period shall be deducted from any sick leave due to the employee.

13. CERTIFICATE OF SERVICE

For the purpose of determining the wage that shall be payable to the employees referred to in clause 4 of this Agreement every employer shall issue, free of charge, a certificate of service in the form prescribed in Annexure I to this Agreement, in respect of each such employee at the time he leaves the employer's service.

14. TERMINATION OF EMPLOYMENT

(1) (a) Not less than one week's notice in the case of weekly paid employees and two weeks' notice in the case of monthly paid employees shall be given by the employer or employee to terminate a contract of service: Provided that it shall not affect

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

(ii) any written agreement between the employer and employee providing for a longer period of notice, provided the periods are the same on both sides.

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

21. VAKVERENIGINGARBEID

(1) Lede van die vakvereniging onderneem om slegs by lede van die werkgewersorganisasie diens te aanvaar en lede van die werkgewersorganisasie onderneem om slegs lede van die vakvereniging in diens te neem: Met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of werknemer na die mening van die Raad sonder redelike oorsaak lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en hy die Raad binne 21 dae van sodanige weiering in kennis gestel het.

(2) 'n Werkgewer mag nie 'n werknemer in diens neem nie tensy die werknemer in besit is van 'n geldige "klaringskaart" wat deur die vakvereniging uitgereik is gedurende die week waarin die aansoek gedoen word.

(3) Elke werkgewer moet die vakverenigingledegeld van die lone van sy werknemers aftrek en die bedrae aldus ingevorder vóór of op die sewende dag van elke daaropvolgende maand aan die Sekretaris van die vakvereniging, Pretoria, stuur.

(4) Die behoorlik gemagtigde verteenwoordigers van die vakvereniging moet alle fasiliteite verleen word om lede van die vakvereniging by hul werk te spreek nadat toestemming van die werkgewer of sy verteenwoordiger verkry is.

(5) Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie.

22. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 16 jaar mag in die Nywerheid in diens geneem word nie.

23. AFLEWERING VAN BROOD EN OF BANKET

Alle werkgewers moet, voordat 'n drywer of 'n afleweringsbediende op aflewering uitgaan, die name en adresse van die klante by wie aflewerings gemaak moet word, aanteken in 'n afleweringsboek wat deur die Raad goedgekeur is.

24. BESKERMENDE KLERE

Die bepalinge van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en die regulasies ten opsigte van beskermende klere daarkragtens vasgestel, is op alle fabriekswerknemers van toepassing.

Daarbenewens moet elke werkgewer stofjasse of oorpakke gratis verskaf aan elkeen van sy werknemers wat afleweringswerk doen, en elke werknemer wat aldus stofjasse of oorpakke ontvang, moet 'n ontvangsbewys aan die werkgewer gee indien en wanneer hy die stofjas of oorpak ontvang. Die beskermende klere wat so uitgereik word, bly te alle tye die eiendom van die werkgewer.

25. GELDIGHED VAN OOREENKOMS

Indien enige bepaling van hierdie Ooreenkoms deur enige bevoegde geregtshof buiteweg verklaar word, word die oorblywende bepalinge van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag vir die onverstreke tydperk van die Ooreenkoms.

Namens die partye op hede die 23ste dag van Maart 1977 in Pretoria onderteken.

J. G. TOERIEN, Voorsitter.

N. J. I. TRUTER, Verteenwoordiger van die Werkgewersorganisasie.

A. P. ERASMUS, Verteenwoordiger van die Vakvereniging.

R. A. BUITENDAG, Sekretaris.

AANHANGSEL I

Sertifikaatno.....

DIENSSERTIFIKAAT

(Uitgereik kragtens klousule..... van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing..... van.....)

BAK- EN BANKETNYWERHEID, PRETORIA

Naam en adres van firma.....

Ek sertifiseer hierby dat ondergenoemde persoon by my in diens was en dat die besonderhede hieronder aangegee, korrek is:

1. Volle naam van werknemer.....
2. Adres.....
3. Geslag.....
4. Ouderdom.....
5. Beroep.....
6. Loon betaalbaar by uitdienstreding.....
7. Datum van indienstreding by my.....

21. TRADE UNION LABOUR

(1) Members of the trade union agree to accept employment with members of the employers' organisation only, and members of the employers' organisation agree to employ members of the trade union only: Provided that this clause shall not apply where an employer or employee has, in the opinion of the Council without reasonable cause been refused membership of a party to this Agreement and has notified the Council within 21 days of such refusal.

(2) An employer shall not engage an employee unless such employee is in possession of a valid "clearance card" issued by the trade union during the week in which the application is made.

(3) Every employer shall deduct the trade union subscription from the wages of his employees and shall forward the amount so collected to the Secretary of the trade union, Pretoria, not later than the seventh day of each following month.

(4) The duly accredited representatives of the trade union shall be allowed every facility to meet members of the trade union at their work after obtaining the permission of the employer or his representative.

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa.

22. ENGAGEMENT OF MINORS

No persons under the age of 16 years shall be employed in the Industry.

23. DELIVERY OF BREAD AND/OR CONFECTIONERY

Every employer shall, prior to a driver or a delivery employee proceeding on delivery, cause to be entered in a delivery book approved by the Council, the names and addresses of the customers to whom deliveries are to be made.

24. PROTECTIVE CLOTHING

The provisions of the Factories, Machinery and Building Works Act, 1941, and the regulations made thereunder, with regard to protective clothing shall apply to all factory employees.

In addition, every employer shall provide, free of charge, for each of his employees engaged in delivery work, dustcoats or overalls, and each employee so receiving the dustcoats or overalls shall give a receipt to the employer as and when the dustcoats or overalls are received. The protective clothing so issued shall remain the property of the employer at all times.

25. VALIDITY OF AGREEMENT

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of the Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of the Agreement.

Signed at Pretoria on behalf of the parties on this 23rd day of March 1977.

J. G. TOERIEN, Chairman.

N. J. I. TRUTER, Representative of Employers' Organisation.

A. P. ERASMUS, Trade Union Representative.

R. A. BUITENDAG, Secretary.

ANNEXURE 1

No. of Certificate.....

CERTIFICATE OF SERVICE

(Issued in terms of clause..... of Industry Council Agreement, published under Government Notice No., dated.....)

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA

Name and address of firm.....

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:

1. Full name of employee.....
2. Address.....
3. Sex.....
4. Age.....
5. Occupation.....
6. Rate of wage due at date of leaving.....
7. Date of entering my service.....

Datum van uitdienststreding by my.....
 Nommer van die dienssertifikaat deur die vorige werkgever.....
 (voeg naam hier in) uitgereik, was.....
 Op hede die.....dag van.....
 9.....te.....gedateer.

Handtekening van werkgever

AANHANGSEL II

KENNISGEWING VAN DIENSBEËINDIGING

BAK- EN BANKETNYWERHEID, PRETORIA

[Vorm wat ingevul moet word op die wyse in klousule 14 (3) van die Ooreenkoms voorgeskryf.]

I/We.....
 of (adres).....

hierby kennis van die beëindiging van my/ons dienskontrak met.....
 of (adres).....

Datum van kennisgewing.....
 Laaste werkdag van werknemer.....
 Plek.....

Handtekening van werkgever

Handtekening van werknemer

No. R. 1533

5 Augustus 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941

BAK- EN BANKETNYWERHEID, PRETORIA

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) 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 Banketnywerheid, Pretoria, gepubliseer by Goewermentskennisgewing R. 1532 van 5 Augustus 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgevers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde ooreenkoms op siektebystand geregtig is.

P. BOTHA, Minister van Arbeid.

8. Date of leaving my service.....
 9. The number of the certificate of service issued by previous employer.....
 (insert name)
 was.....
 Dated at.....this.....
 day of.....19.....

Signature of employer

ANNEXURE II

NOTICE OF TERMINATION OF EMPLOYMENT

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA

[Form to be completed in the manner prescribed in clause 14 (3) of the Agreement.]

I/We.....
 of (address).....

hereby give notice of termination of my/our contract of employment with.....
 of (address).....

Date of notice.....
 Last working day of employee.....
 Place.....

Signature of employer

Signature of employee

No. R. 1533

5 August 1977

FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941

BAKING AND CONFECTIONERY INDUSTRY, PRETORIA

I, Stephanus Petrus Botha, Minister of Labour—

(a) 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 Confectionery Industry, Pretoria, published under Government Notice R. 1532 of 5 August 1977, 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; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

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JOURNAL OF VETERINARY
RESEARCH**

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

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