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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2070 20 October 1978
 INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING INDUSTRY, PORT ELIZABETH.—
 PENSION FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 6 November 1978 and for the period ending 5 November 1983, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING
 INDUSTRY, PORT ELIZABETH**

**THE PORT ELIZABETH BUILDING INDUSTRY
 PENSION SCHEME AGREEMENT**

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

Building Industries Federation (South Africa)

Port Elizabeth Master Builders' and Allied Trades Association; and

The Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa

Operative Plumbers' Association of Port Elizabeth

and the

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Building Industry, Port Elizabeth.

2595—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2070 20 Oktober 1978
 WET OP NYWERHEIDSVERSOENING, 1956

**BOUNYWERHEID, PORT ELIZABETH.—
 PENSIOENFONDSOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 6 November 1978 en vir die tydperk wat op 5 November 1983 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
 PORT ELIZABETH**

**PENSIOENSKEMA-OOREENKOMS VIR DIE
 BOUNYWERHEID, PORT ELIZABETH**

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

Building Industries Federation (South Africa)

Port Elizabeth Master Builders' and Allied Trades Association; en die

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

Operative Plumbers' Association of Port Elizabeth

en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

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1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth (including that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth) and the Magisterial District of Uitenhage, by all employers in the Building Industry who are members of the employers' organisations and all employees in the said Industry who are members of any of the trade unions.

(2) Notwithstanding the provisions of subclause (1) of this clause, the terms of this Agreement shall—

(a) apply to employees employed as journeymen, foremen and general foremen for whom wages are prescribed in Part I of the Main Agreement;

(b) apply to employees to whom the provisions of Part II of the Main Agreement apply and who participated in the Port Elizabeth Building Industry Pension and Life Assurance Scheme on 10 May 1971;

(c) not apply to any employee who on 30 June 1965 was, or thereafter became a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Port Elizabeth Building Industry Pension and Life Assurance Scheme.

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, or the Main Agreement, shall have the same meaning as in those instruments, and any reference to an Act shall include any amendments of such Act; and further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council in terms of the provisions of section 62 (7) of the Industrial Conciliation Act, 1956;

"annual leave period" means that period during which the Industry shall be closed as prescribed in the Main Agreement;

"Fund" means the "Pension Fund" referred to in clause 4 of this Agreement;

"Main Agreement" means any current agreement for the Building Industry, Port Elizabeth, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Management Committee" means the Management Committee of the Fund;

"member" means any person in respect of whom contributions have been made to the Fund in terms of this Agreement;

"rules" means the rules of the Fund and any amendments thereto;

"Secretary" means the secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"stamp" means the official stamp issued by the Secretary of the Council in respect of each combined contribution of a member and employer paid to the Fund in terms of clause 6 of this Agreement;

4. PENSION FUND

The Pension Fund for the Building Industry, Port Elizabeth, established under Government Notice R. 910 of 18 June 1965, is hereby continued.

(1) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme and any amendments thereto, shall be lodged with the Secretary for Labour.

(2) No member who leaves the Industry may claim a refund of his contributions to the Pension Fund within a period of five years from the date on which he leaves the Industry.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Port Elizabeth (met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermenskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het) en die landdrosdistrik Uitenhage, deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasies is en alle werknemers in genoemde Nywerheid wat lede van die vakverenigings is.

(2) Ondanks subklousule (1) van hierdie klousule is hierdie Ooreenkoms—

(a) van toepassing op werknemers wat werksaam is as ambagsmanne, voormanne en algemene voormanne vir wie lone in Deel I van die Hoofdooreenkoms voorgeskryf is;

(b) van toepassing op werknemers op wie Deel II van die Hoofdooreenkoms van toepassing is en wat op 10 Mei 1971 aan die Pensioen- en Lewensversekeringskema van die Bounywerheid van Port Elizabeth deelgeneem het;

(c) nie van toepassing nie op enige werknemer wat op 30 Junie 1965 'n deelnemer in en lid was of daarna geword het van enige fonds wat pensioen- en/of voorsorgbystand voorsien, wat op genoemde datum bestaan het en waarin die werknemer van dié werknemer op genoemde datum 'n deelnemer was, of op die werknemer van sodanige werknemer, slegs gedurende dié tydperk wat sodanige fonds, voortgaan om in werking te bly en beide werknemer en werknemer daarin deelneem, indien die bystand wat sodanige fonds bied, na die mening van die Raad, oor die algemeen nie minder gunstig is nie as dié bystand verskaf deur die Pensioen- en Lewensversekeringskema van die Bounywerheid van Port Elizabeth.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree inwerking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hoofdooreenkoms omskryf word, het dieselfde betekenis as in genoemde stukke, en alle verwysings na 'n wet sluit ook alle wysigings van sodanige wet in; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"agent" iemand wat ingevolge artikel 62 (7) van die Wet op Nywerheidsversoening, 1956, deur die Raad aangestel is;

"jaarlikse verloftydperk" daardie tydperk waarin die Nywerheid gesluit is soos voorgeskryf in die Hoofdooreenkoms;

"Fonds" die "Pensioenfonds" waarvan in klousule 4 van hierdie Ooreenkoms melding gemaak word;

"Hoofdooreenkoms" enige geldende ooreenkoms vir die Bounywerheid, Port Elizabeth, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word of, by onstentenis van so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Bestuurskomitee" die Bestuurskomitee van die Fonds;

"lid" 'n persoon ten opsigte van wie bydraes tot die Fonds ooreenkomstig hierdie Ooreenkoms gemaak is;

"reëls" die reëls van die Fonds en enige wysiging daarvan;

"Sekretaris" die sekretaris van die Raad, en omvat dit enige beaampte wat die Raad nomineer om namens die Sekretaris op te tree;

"seël" die amptelike seël wat deur die Sekretaris van die Raad uitgereik word ten opsigte van elke gesamentlike bydrae van 'n lid en 'n werknemer wat ingevolge klousule 6 van hierdie Ooreenkoms aan die Fonds betaal word.

4. PENSIOENFONDS

Die Pensioenfonds vir die Bounywerheid, Port Elizabeth, wat by Goewermenskennisgewing R. 910 van 18 Junie 1965 ingestel is, word hierby voortgesit.

(1) Kopieë van alle dokumente wat gedetailleerde inligting van die Pensioen- en Lewensversekeringskema en alle wysigings daarvan, bevat, moet by die Sekretaris van Arbeid ingedien word.

(2) Geen lid wat die Nywerheid verlaat, mag binne 'n tydperk van vyf jaar vanaf die datum waarop hy die Nywerheid verlaat 'n terugbetaling van sy bydraes tot die Pensioenfonds eis nie.

5. PENSION FUND ALLOWANCES

(1) In addition to any other remuneration to which an employee mentioned in clause 7 (1) (a) may be entitled in terms of any other published agreement of the Council, every employer

employer shall pay to every such employee in his employ the following allowance in respect of all hours worked by such employee:

From	Per hour From	From
6/11/78	4/11/79	3/11/80
7½c	10½c	14½c

Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day, New Year's Day or any other day falling within the annual leave periods prescribed in Part I and Part II of the Main Agreement.

(2) The allowance shall be paid weekly together with the employee's other remuneration.

6. CONTRIBUTIONS

(1) Every employer shall in respect of every employee referred to in clause 7 (1) (a) employed by him for 16 hours or more during a week, pay the following amounts to the Fund every week:

From	From	From
6/11/78	4/11/79	3/11/80
R5,60	R8,40	R11,60

Employers to whom the provisions of Part I of the Main Agreement apply shall pay the amount to the Fund in accordance with the procedure laid down in subclauses (3) to (12) hereof.

(2) Every employer shall be entitled to deduct the following amounts every week from the remuneration of an employee in respect of whom payment has been made in terms of subclause (1) hereof:

From	From	From
6/11/78	4/11/79	3/11/80
R5,60	R8,40	R11,60

(3) The Secretary of the Council shall issue to every employer to whom the provisions of Part I of the Main Agreement apply, a stamp for each amount paid to the Fund in terms of subclause (1) hereof, and every such employer shall issue on each Friday to each employee a stamp cancelled by him, bearing the employer's name, the date of issue and the name of the employee.

(4) An adequate reserve of stamps shall at all times be maintained by an employer referred to in subclause (3): Provided that such employer may obtain a refund from the Fund of the value of unused stamps. An application for such refund shall be made to the Fund not later than 30 days after 31 October in each year or the expiration of this Agreement.

(5) Where an employee is employed by two or more employers during the same week, the contribution and deduction in terms of subclauses (1) and (2) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(6) Every employee other than employees to whom the provisions of Part II of the Main Agreement apply, shall immediately affix such stamp in his contribution card; on the space in such contribution card on which appears a similar date as that on which the stamp is issued. Such contribution card shall be retained by the employee.

(7) Every employee other than employees to whom the provisions of Part II of the Main Agreement apply, shall as early as possible after the last Friday in October but not later than the first Friday in November of each year, hand his contribution card in to the Secretary who shall issue a receipt therefor.

(8) No contribution card shall contain more than 49 stamps and, should more be affixed therein, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

5. PENSIOENFONDSTOELAE

(1) Benewens enige ander besoldiging waarop 'n werknemer in klousule 7 (1) (a) genoem, ingevolge enige ander gepubliseerde ooreenkoms van die Raad geregtig mag wees, moet elke werkgever aan elke sodanige werknemer in sy diens

die volgende toelae betaal ten opsigte van al die ure wat sodanige werknemer gewerk het:

Vanaf	Per uur Vanaf	Vanaf
6/11/78	4/11/79	3/11/80
7½c	10½c	14½c

Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van oortydwerk of werk verrig op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte dag, Kersdag, Nuwejaarsdag of enige ander dag wat binne die jaarlikse verloftydperke val wat in Deel I en Deel II van die Hoofsooreenkoms voorgeskryf word.

(2) Die toelae moet weekliks saam met die werknemer se ander besoldiging betaal word.

6. BYDRAE

(1) Elke werkgever moet ten opsigte van elke werknemer in klousule 7 (1) (a) genoem, wat 16 uur of langer in 'n week by hom in diens is, die volgende bydrae elke week aan die Fonds betaal:

Vanaf	Vanaf	Vanaf
6/11/78	4/11/79	3/11/80
R5,60	R8,40	R11,60

Werkgevers op wie Deel I van die Hoofsooreenkoms van toepassing is, moet die bedrag aan die Fonds betaal in ooreenstemming met die prosedure in subklousules (3) tot (12) hiervan voorgeskryf.

(2) Alle werkgevers is daarop geregtig om die volgende bedrae elke week af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling ingevolge subklousule (1) hiervan gedoen is:

Vanaf	Vanaf	Vanaf
6/11/78	4/11/79	3/11/80
R5,60	R8,40	R11,60

(3) Die Sekretaris van die Raad moet aan elke werkgever op wie Deel I van die Hoofsooreenkoms van toepassing is, 'n seël uitreik vir elke bedrag wat ingevolge subklousule (1) hiervan aan die Fonds betaal is, en elke sodanige werkgever moet elke Vrydag aan elke werknemer 'n seël uitreik wat deur hom geroep is met die werkgever se naam, die datum van uitreiking en die naam van die werknemer.

(4) 'n Werkgever in subklousule (3) bedoel, moet steeds 'n toereikende reserwevoorraad seëls aanhou: Met dien verstande dat so 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Fonds kan kry. Aansoek om so 'n terugbetaling moet by die Fonds gedoen word minstens 30 dae na 31 Oktober van elke jaar of nadat hierdie Ooreenkoms vervall het.

(5) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae en aftrekking ingevolge subklousules (1) en (2) hiervan vir daardie week gedoen word deur die eerste werkgever by wie hy gedurende daardie week minstens 16 uur in diens was.

(6) Elke werknemer, uitgesonderd werknemers op wie Deel II van die Hoofsooreenkoms van toepassing is, moet die betrokke seël onmiddellik op sy bydraekaart plak, en wel op dié plek op voormelde bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik word. Hierdie bydraekaart moet deur die werknemer bewaar word.

(7) Elke werknemer, uitgesonderd werknemers op wie Deel II van die Hoofsooreenkoms van toepassing is, moet so spoedig doenlik na die laaste Vrydag in Oktober, dog voor of op die eerste Vrydag in November van elke jaar, sy bydraekaart inlewer by die Sekretaris, wat 'n kwitansie daarvoor moet uitreik.

(8) Geen bydraekaart mag meer as 49 seëls bevat nie, en indien daar meer daarop geplak is, moet die oortollige seëls deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

(9) The contributions of the employer or employee shall not be refundable to the employer or employee, once the stamp has been issued to an employee, or once the amount has been paid over to the Secretary of the Council, except in the case of refunds to employers where stamps have been obtained in excess of requirements, as provided in subclause (4) hereof.

(10) The contribution cards and stamps issued to employees are not transferable and no employee shall pledge, cede, sell or give away such stamps or contribution cards. Stamps in the possession of any person obtained in any manner other than that laid down in terms of this Agreement shall be forfeited to the general funds of the Council.

(11) An application for a contribution card shall be made by every employee to whom the provisions of Part I of the Main Agreement apply, within 21 days of accepting employment in the Industry, and every employer, upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card, within 21 days of the date of commencement of his employment.

(12) The Council may, at its discretion, combine the stamp and contribution card referred to in this clause with any other stamps or contribution card which it may, or has introduced from time to time.

(13) Every employer shall submit monthly a form to the Secretary of the Council showing the full names, contribution card numbers and the number of stamps issued in terms of subclause (4) to each employee in his employ during the month: Provided that employers who observe the provisions of Part II of the Main Agreement and to whom the provisions of this Agreement apply, shall reflect on the form the full names and the number of payments made in terms of subclause (1) in respect of each employee in his employ during the month. The forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completed to the Secretary of the Council not later than the seventh day of the month following that in which the deductions were made: Provided that the Council may combine such form with any other form issued by it.

7. MEMBERSHIP

(1) (a) Membership of the Fund shall be compulsory for all journeymen, foremen and general foremen and to all employees referred to in clause 1 (5) of the Main Agreement who participated in the Fund on 10 May 1971.

(b) The following persons may, at the discretion of the Council be admitted to membership of the Fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted:

(i) An employee of a trade union which is a party to the Council; or

(ii) a person who is a member of the Master Builders' and Allied Trades Association, Port Elizabeth, and/or the Electrical Contractors' Association (South Africa); or

(iii) a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of the Master Builders' and Allied Trades Association, Port Elizabeth, and/or the Electrical Contractors' Association (South Africa):

Provided, however, that the Council shall fix the contribution payable by such person and that such person shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 5: Provided further that such contributions shall be made direct to the Federated Employers' Insurance Company Limited.

(2) Every employee for whom membership of the Fund is compulsory in terms of subclause (1) hereof, shall, if he has not already done so in terms of a previous agreement, complete the application form prescribed by the Council and lodge such completed form with the Secretary of the Council within 21 days of the date on which—

(a) this clause comes into operation, if employed in the Building Industry at such date;

(b) he enters or re-enters or becomes employed in the Building Industry.

8. ADMINISTRATION

(1) The Fund shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council. The Management Committee shall be appointed from amongst the representatives of the employers and employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Fund shall not be inconsistent with this Agreement or the provisions of

(9) Die bydraes van die werkgewer of werknemer is nie aan die werkgewer of werknemer terugbetaalbaar nadat die seëls eenmaal aan 'n werknemer uitgereik is of nadat die bedrag alreeds aan die Sekretaris van die Raad oorbetal is nie, behalwe in die geval van terugbetalings van werkgewers wat meer seëls aangekoop het as wat hulle behoef het, soos in subklousule (4) hiervan bepaal.

(10) Die bydraekaarte en seëls wat aan werknemers uitgereik word, is nie oordragbaar nie en geen werknemer mag sodanige seëls of bydraekaarte verpand, sedeer, verkoop of weggee nie. Seëls in enigiemand se besit wat op 'n ander wyse verkry is as in hierdie Ooreenkoms bepaal, word aan die algemene fondse van die Raad verbeur.

(11) Elke werknemer op wie Deel I van die Hoof-ooreenkoms van toepassing is moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaart, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet sorg dat sodanige werknemer in besit van 'n bydraekaart is, en wel binne 21 dae vanaf die datum waarop hy diens aanvaar het.

(12) Die Raad kan na goedvinde die seël en bydraekaart in hierdie klousule bedoel, kombineer met ander seëls of bydraekaarte wat hy van tyd tot tyd mag invoer of ingevoer het.

(13) Elke werkgewer moet maandeliks 'n vorm aan die Sekretaris van die Raad voorlê waarop die volle name, bydraekaartnommers en die getal seëls wat ingevolge subklousule (4) gedurende die maand aan elke werknemer in sy diens uitgereik is, verskyn: Met dien verstande dat werkgewers wat Deel II van die Hoof-ooreenkoms nakom en op wie hierdie Ooreenkoms van toepassing is, die volle name en die getal betalings ingevolge subklousule (1) ten opsigte van elke werknemer in sy diens gedurende die maand gemaak, moet aandui. Die werkgewer moet die vorms by die Sekretaris van die Raad kry en dit voor of op die sewende dag van die maand wat volg op dié waarin die aftrekkings gemaak is, behoorlik ingevul aan die Sekretaris van die Raad terugstuur: Met dien verstande dat die Raad sodanige vorm kan kombineer met enige ander vorm wat hy uitreik.

7. LIDMAATSKAP

(1) (a) Lidmaatskap van die Fonds is verpligtend vir alle ambagsmanne, voormanne en algemene voormanne en vir alle werknemers in klousule 1 (5) van die Hoof-ooreenkoms vermeld wat op 10 Mei 1971 in die Fonds deelgeneem het.

(b) Die volgende persone kan na goedvinde van die Raad tot lidmaatskap van die Fonds toegelaat word en hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon aldus toegelaat:

(i) 'n Werknemer of 'n vakvereniging wat 'n party is by die Raad; of

(ii) iemand wat lid is van die Master Builders' and Allied Trades Association, Port Elizabeth, en/of die Electrical Contractors' Association (South Africa); of

(iii) iemand wat regstreeks in 'n klerklike of administratiewe hoedanigheid in die Nywerheid in diens geneem is of gebruik word deur 'n lid van die Master Builders' and Allied Trades Association, Port Elizabeth, en/of die Electrical Contractors' Association (South Africa):

Met dien verstande egter dat die Raad die bydrae moet vasstel wat deur sodanige persoon betaalbaar is en dat van sodanige persoon vereis word om minstens die gesamentlike bydrae van lede en werknemers soos in klousule 5 voorgeskryf, by te dra: Voorts met dien verstande dat sodanige bydraes regstreeks aan die Federated Employers' Insurance Company Limited betaal moet word.

(2) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge subklousule (1) hiervan verpligtend is, moet, indien hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, die aansoekvorm wat deur die Raad voorgeskryf word, invul en sodanige ingevulde vorm by die Sekretaris van die Raad indien binne 21 dae na die datum waarop—

(a) hierdie klousule in werking tree, indien hy op sodanige datum in die Bounywerheid in diens is;

(b) hy tot die Bounywerheid toetree of weer toetree of daarin in diens geneem word.

8. ADMINISTRASIE

(1) Die Fonds word geadminestreer deur die Raad of 'n Bestuurskomitee wat deur die Raad aangestel word, ooreenkomstig reëls deur die Raad goedgekeur. Die Bestuurskomitee moet aangestel word uit die verteenwoordigers van die werkgewers en die werknemers in die Raad en hul plaasvervangers en moet bestaan uit 'n gelyke getal werkgewer- en werknemer-verteenwoordigers. Die reëls van die Fonds mag nie onbestaanbaar met hierdie ooreenkoms of die Wet op Nywerheids-

the Industrial Conciliation Act, 1956, or any other Act, and a copy of the rules and of any amendments thereto shall be lodged with the Secretary for Labour.

(2) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(3) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this Agreement and the trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement.

9. AGENTS

(1) The Council shall appoint any one or more persons as agents in terms of section 62 (7) of the Act and shall furnish such agents with a certificate signed by the Secretary or an authorised official to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

(a) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer to the best of his ability any relevant questions put;

(c) require the production of, and inspect, examine or copy such books, time-sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering, inspecting or examining may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to in this clause.

10. EXEMPTIONS

(1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

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

(3) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

11. INDEMNITY

The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

12. EXHIBITION OF AGREEMENT

An employer shall, in addition to the notices he is required to exhibit by section 58 of the Act, cause a legible copy of this Agreement in both official languages to be available in his office, or yard where he carries on business, in a conspicuous position easily accessible to all his employees.

13. APPLICATION OF AGREEMENT

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

versoening, 1956, of enige ander wet wees nie, en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Die Raad kan te eniger tyd nuwe reëls uitvaardig en bestaande reëls wysig of herroep; kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad ten opsigte van hierdie Ooreenkoms uit te oefen en die trustees wat aldus aangestel is, het by die toepassing van hierdie Ooreenkoms al die bevoegdhede wat aan die Raad verleen is.

9. AGENTE

(1) Die Raad moet een of meer persone ingevolge artikel 62 (7) van die Wet as agente aanstel en moet 'n sertifikaat wat deur die Sekretaris of 'n gemagtigde beaampte onderteken is, aan sodanige agente uitreik om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Nywerheid uitgeoefen word, te eniger tyd te betree wanneer hy redelike gronde het om te vermoed dat iemand daar werksaam is;

(b) enigeen wat hy in of in die omgewing van die perseel of plek aantref, mondeling te ondervra, alleen of in die teenwoordigheid van ander persone, soos hy goedvind, in verband met sake betreffende hierdie ooreenkoms, en om van so 'n persoon te vereis om na sy beste vermoë alle tersaaklike vrae te beantwoord;

(c) te vereis dat boeke, tydstate, registers en dokumente wat nodig is om seker te maak of hierdie Ooreenkoms nagekom word, getoon word, en om dit te inspekteer, te ondersoek of afskrifte daarvan te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy ingaan, inspekteer of ondersoek.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet alle fasiliteite in hierdie klousule vermeld aan die agent verleen.

10. VRYSTELLINGS

(1) Die Raad kan om afdoende redes skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goeddink, nadat skriftelike kennis aan die betrokke persoon of persone gegee is, enige vrystellingsertifikaat kan intrek of wysig, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat deur die Sekretaris onderteken, moet uitgereik word aan elkeen aan wie vrystelling verleen is. 'n Sertifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik is nie.

(4) Die Raad kan te eniger tyd gedurende die tydperk waarvoor 'n vrystellingsertifikaat toegestaan is, dit wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom van 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is.

11. VRYWARING

Die lede van die Raad en sy werknemers is nie vir enige skulde en laste van die Fonds aanspreeklik nie, en word hierby deur die Fonds gevrywaar teen alle verliese en koste wat hulle in of in verband met die bona fide-uitoefening van hul pligte aangegaan het.

12. VERTONING VAN OOREENKOMS

Benewens die kennisgewings wat hy ingevolge artikel 58 leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek, wat maklik vir al sy werknemers toeganklik is, in die kantoor of werf waar hy sake doen, beskikbaar is.

13. TOEPASSING VAN OOREENKOMS

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms veronagsaam nie, ongeag of genoemde bepalings 'n voordeel vir die betrokke werkgewer of werknemer skep of 'n verpligting op hulle plaas. Iedere bepaling skep 'n reg of 'n verpligting, na gelang van die geval, wat geen verband hou met die bestaan van ander bepalings nie.

In the event of any provision of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister under provisions of section 48 of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed on behalf of the parties at Port Elizabeth this 14th day of August 1978.

A. J. GAY, Vice-Chairman of the Council.

W. H. HAUPT, Member of the Council.

V. H. LE ROUX, Secretary of the Council.

No. R. 2071 20 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PORT ELIZABETH.— CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel paragraph (b) of Government Notice R. 890 of 2 May 1975 with effect from 6 November 1978.

S. P. BOTHA, Minister of Labour.

No. R. 2072 20 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

BISCUIT MANUFACTURING INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Biscuit Manufacturing Industry, shall be binding, with effect from 1 November 1978 and for the period ending 31 October 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), 2, 19, 22 and 23, shall be binding, with effect from 1 November 1978 and for the period ending 31 October 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 Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from 1 November 1978 and for the period ending 31 October 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (6) (f), 19, 22 and 23, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

Indien enige bepaling van hierdie Ooreenkoms ongeldig of *ultra vires* vir die partye of die Minister sou wees, hetsy voor of na die publikasie van hierdie Ooreenkoms deur die Minister in die *Staatskoerant* ingevolge artikel 48 van die Wet, raak dit op generlei wyse die res van die Ooreenkoms nie, wat in daardie geval die Ooreenkoms is.

Namens die partye op hede die 14de dag van Augustus 1978 te Port Elizabeth onderteken.

A. J. GAY, Ondervoorsitter van die Raad.

W. H. HAUPT, Lid van die Raad.

V. H. LE ROUX, Sekretaris van die Raad.

No. R. 2071 20 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PORT ELIZABETH.— INTREKKING VAN GOEWERMENSKENNIS- GEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, paragraaf (b) van Goewermenskennisgewing R. 890 van 2 Mei 1975 in met ingang van 6 November 1978.

S. P. BOTHA, Minister van Arbeid.

No. R. 2072 20 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

BESKUITNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beskuitnywerheid betrekking het, met ingang van 1 November 1978 en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 19, 22 en 23, met ingang van 1 November 1978 en vir die tydperk wat op 31 Oktober 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 Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (6) (f), 19, 22 en 23 met ingang van 1 November 1978 en vir die tydperk wat op 31 Oktober 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigenen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

being parties to the National Industrial Council of the Biscuit Manufacturing Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Republic of South Africa excluding the part and settlement of Walvis Bay by all employers and employees in the Biscuit Manufacturing Industry who are members of the employer's organisation and the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to employees for whom minimum wages are prescribed in clause 4, and to the employers of such employees;

(b) not apply to vanmen or travellers who are engaged in selling or delivering goods or in soliciting orders exclusively in a Black area as defined in section 1 of the Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 31 October 1979, or for such period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless the contrary intention appears, words purporting the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"assistant brakesman" means an employee who does not operate the brake, but who assists the brakesman in braking hard and soft doughs and cream-cracker doughs;

"assistant ovenman" means an employee who assists the ovenman in the working of mechanical peel or hand ovens;

"assistant storeman" means an employee, other than a labourer, who works under the direct supervision of the storeman and who is authorised upon receiving a requisition, to issue any materials or ingredients from the store;

"biscuit cutting and embossing machine operator" means an employee who is in charge of the operation of a biscuit cutting and embossing machine;

"Biscuit Manufacturing Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of manufacturing by hand or machine biscuits, wafers, cones, matzos, pretzel sticks, cakes and Christmas puddings for sale and includes the distribution by such employers and/or employees of any or all of such products and further includes all operations incidental to or consequential on any of the aforesaid activities;

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE BESKUIT-NYWERHEID VAN SUID-AFRIKA

OOREENKOMS

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

Employers' Organisation of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers en werknemers in die Beskuitnywerheid wat onderskeidelik lede van die werkgewers-organisasie en die vakvereniging is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie minimum lone in klousule 4 voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) nie van toepassing nie op bestellers of handelsreisigers wat goedere verkoop of aflewer of bestellings aanvra uitsluitlik in 'n Swart gebied soos in artikel 1 van die Wet omskryf.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag bepaal en bly van krag tot 31 Oktober 1979 of vir dié tydperk wat hy mag 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, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die doel van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat 'n bekwaamheidsertifikaat besit wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat deur genoemde registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

"assistent-deegroller" 'n werknemer wat nie met die deegrol werk nie maar wat die deegroller help met die uitrol van stywe en slap deeg en deeg vir "cream crackers";

"assistent-oondman" 'n werknemer wat die oondman help met meganiese oondstok of handoonde;

"assistent-magasyman" 'n werknemer, uitgesonderd 'n arbeider, wat onder die regstreekse toesig van 'n magasyman werk en wat gemagtig is om by ontvangs van 'n rekwisisie materiaal of bestanddele uit die magasyn uit te reik;

"bediener van 'n beskuituitsny- en -embosseermasjien" 'n werknemer wat verantwoordelik is vir die bediening van 'n beskuituitsny- en -embosseermasjien;

"Beskuitnywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om met die hand of deur middel van 'n masjien beskuit, wafels, keëls, matzos, pretzelstokkies, koeke en Kerspoedings te vervaardig vir verkoop en omvat dit ook die verspreiding, deur sodanige werkgewers en/of werknemers, van enigeen van of al sodanige produkte en voorts ook alle werksaamhede wat uit voornoemde werksaamhede voortvloei of daarmee in verband staan;

"biscuits" include wafers, ice-cream wafers, cones, dog and/or puppy biscuits, pretzel sticks and matzos;

"biscuit baker" means any person who, after five years practical experience in biscuit baking, other than a learner under the direct supervision of a foreman biscuit baker, mixes, drops, cuts, pins, pans and bakes off hand-made biscuits;

"boiler attendant" means an employee engaged in firing and maintaining the water level and steam pressure in boilers;

"brakesman" means an employee, other than a biscuit baker, who is in charge of and works the machinery necessary in the braking of hard and soft doughs and cream-cracker dough;

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

"chargehand packer" in the biscuit packing department means an employee who is authorised to be in charge of or to supervise a section of packers under the direction of a foreman or forewoman, and who marks the time-sheet and attendance register, and who may also do packing;

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work and includes a despatch clerk and a cashier;

"Council" means the National Industrial Council of the Biscuit Manufacturing Industry of South Africa, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means an employee's weekly wage divided by—

(a) five in the case of employees working a five-day week;

(b) five and a half in the case of employees, other than watchmen, working a five and a half day week;

(c) seven in the case of a watchman who works a seven-day week, and six in the case of a watchman who works a six-day week;

"delivery assistant" means an employee, other than a driver or vanman, who delivers products of an establishment to customers, on bicycles, horse-drawn or other vehicles;

"depot" means any premises owned or occupied by an employer where stocks of biscuits are kept for distribution from such premises;

"despatcher" means an employee who deals with the despatch of goods under the direct supervision of the foreman despatcher;

"dough mixer" (or doughman) means an employee who is responsible under the supervision of a biscuit baker or foreman for the checking and correct mixing of the ingredients of any particular type of dough and who operates the mixing machine;

"driver" means an employee, other than a vanman, engaged in driving a motor or horse-drawn vehicle; and for the purpose of this definition "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle and its load and all periods during which he is obliged to remain at his post in readiness to drive;

"employment" means, subject to the provisions of clause 13, the total period of service an employee has had in the Biscuit Manufacturing Industry;

"establishment" means any place in which one or more employees are engaged in the Biscuit Manufacturing Industry and includes a depot;

"experience" means, in relation to—

(a) a clerical employee, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerical employee;

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Biscuit Manufacturing Industry;

"factory operative" means an employee engaged in one or more of the following occupations: Panning biscuits, putting on cherries, sugar, almonds or any other ornamentations, cleaning and sifting ingredients, feeding ingredients to dough mixers and dough on to biscuit machines, greasing pans and moulds, feeding pans to and removing them from mechanical ovens, and handling raw materials in the manufacturing process, making or repairing of clothing, pressing clothing by hand or machine, operating any other machine in the laundry section, or checking; oiling and greasing machines and/or vehicles;

"beskuit" ook wafels, roomyswafeltjies, keëls, honde- en/of jaaghondjiebeskuit, pretzelstokkies en matzos;

"beskuitbakker" enigeen wat, na vyf jaar praktiese ondervinding van beskuitbakkery, uitgesonderd as 'n leerling onder die regstreekse toesig van 'n voormanbeskuitbakker, handgemaakte beskuit meng, skep, sny, afsteek, in die pan sit en bak;

"ketelbediener" 'n werknemer wat stoomketels stook en die waterpeil en stoomdruk in sodanige ketels in stand hou;

"deegroller" 'n werknemer, uitgesonderd 'n beskuitbakker, wat verantwoordelik is vir en werk met die masjinerie wat nodig is om stywe en slap deeg vir "cream crackers" uit te rol;

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

"onderbaasverpakker" in die beskuitverpakkingsafdeling, 'n werknemer wat gemagtig is om aan die hoof te staan van of toesig te hou oor 'n groep verpakkers onder die regstreekse leiding van 'n voorman of voorvrou en wat die werkstaat en bywoningsregister invul en ook verpakkingswerk mag verrig;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n versendingsklerk en 'n kassier;

"Raad" die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika, geregistreer ingevolge artikel 2 van die Nijverheid Versoenings Wet, 1924, en geag geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"dagloon" 'n werknemer se weekloon gedeel deur—

(a) vyf in die geval van werknemers wat vyf dae in 'n week werk;

(b) vyf en 'n half in die geval van werknemers, uitgesonderd wagte, wat vyf en 'n half dae in 'n week werk;

(c) sewe in die geval van 'n wag wat sewe dae in 'n week werk, en ses in die geval van 'n wag wat ses dae in 'n week werk;

"aflerwingsassistent" 'n werknemer, uitgesonderd 'n drywer of besteller, wat produkte van 'n bedryfsinrigting aan klante aflerw met 'n fiets, perde- of ander voertuig;

"depot" 'n perseel wat behoort aan of geokkupeer word deur 'n werkgewer en waar voorrade beskuit gehou word vir verspreiding vanuit sodanige perseel;

"versender" 'n werknemer wat onder die regstreekse toesig van 'n voormanversender goedere versend;

"deegmenger" (of deegman) 'n werknemer wat onder toesig van 'n beskuitbakker of 'n voorman verantwoordelik is vir die nagaan en die korrekte meng van die bestanddele van enige besondere tipe deeg, en met die mengmasjiene werk;

"drywer" 'n werknemer, uitgesonderd 'n besteller, wat gebruik word om 'n motorvoertuig of 'n voertuig wat deur perde getrek word, te dryf; en vir die doel van hierdie woord-omskrywing omvat die uitdrukking "dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig en die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"diens", behoudens klousule 13, die totale tydperk wat 'n werknemer in die Beskuitnywerheid werksaam was;

"bedryfsinrigting" 'n plek waarin een of meer werknemers in die Beskuitnywerheid in diens is, en ook 'n depot;

"ondervinding", met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat werksaam was;

(b) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Beskuitnywerheid werksaam was;

"fabriekswerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Beskuit in panne sit, kersies, suiker, amandels of ander versiersels aanbring, bestanddele skoonmaak en sif, bestanddele in deegmengers voer en deeg aan beskuitmasjiene voer, panne en vorms smeer, panne aan meganiese oonde voer en dit daaruit verwyder, grondstowwe by die vervaardigingsproses hanteer, klere maak of herstel, klere met die hand of met 'n masjien stryk, enige ander masjien in die wassery-afdeling bedien of nagaan; masjiene en/of voertuie olie en smeer;

"first aid attendant" means an employee who holds a recognised first aid qualification and/or certificate and is responsible for administering first aid to employees on the factory premises;

"foreman" or "forewoman" means an employee who is in charge of the packing department;

"foreman biscuit baker" means a biscuit baker either of machine or hand-made biscuits who takes full control of all manufacturing operations;

"foreman despatcher" means an employee who is in charge of the despatch of goods;

"guillotine machine operator" means an employee employed on operating a power-driven guillotine paper-cutting machine;

"handyman" means an employee, other than an artisan, engaged in making minor repairs and adjustments to machinery plant, buildings and other equipment;

"hourly rate" means an employee's wage divided by his ordinary hours of work per week prescribed in clause 7 (1) according to the occupation concerned;

"juvenile" means an employee under the age of 18 years;

"labeller" means an employee who fixes type and size labels to containers;

"laboratory attendant" means an employee attached to a laboratory who is wholly or mainly engaged in preparing samples for analysis, filtering and mass-measuring samples, adjusting and recording times and temperatures and preparing laboratory apparatus;

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

- (1) Sweeping and/or cleaning premises, plant, vans, utensils and other articles;
- (2) carrying, stacking and pushing;
- (3) washing and delabelling tins;
- (4) unwrapping pats of butter;
- (5) packing tins or boxes into crates or other outer containers;
- (6) nailing up crates;
- (7) fixing addressed labels on boxes or crates;
- (8) repairing boxes and crates by hand or making them up from shooks or other materials;
- (9) loading and unloading, including loading or taking off from roller type or similar conveyor belts and bands;
- (10) stencilling by hand;
- (11) assembling or sealing corrugated cardboard containers;
- (12) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (13) delivering letters, messages, or goods on foot or by means of a foot or hand propelled vehicle;
- (14) demolishing buildings or other structures;
- (15) feeding into or taking off from machines, other than as specified in the definition of "factory operative";
- (16) filling or emptying bags, sacks or other containers;
- (17) gardening, hoeing, raking, digging, shovelling, cutting and planting under instruction;
- (18) lime-washing compounds, latrines, outbuildings or similar buildings or structures;
- (19) making or maintaining fires or removing refuse or sorting clinkers;
- (20) mending bags by hand or sorting or shaking out bags;
- (21) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (22) opening or closing bags, sacks, bales, boxes, packages or doors, or gluing;

"laundry chargehand" means an employee who is in charge of and/or supervises a laundry;

"local committee" means a local committee appointed in terms of the constitution of the Council;

"machine-hand" means an employee who is in charge of a mechanical biscuit creaming machine, a wafer and/or cone-making machine, wire cut machine, rotary moulding machine, chocolate foiling machine, or biscuit wrapping machine;

"merchandiser" means an employee who visits supermarkets and re-arranges and packs out stocks of his employer's products displayed for sale as required by his employer;

"monthly wage" means an amount calculated at the rate of four and one third of an employee's weekly wage;

"eerstehulpbediener" 'n werknemer wat 'n erkende eerstehulpkwalifikasie en/of -sertifikaat besit en verantwoordelik is vir die verlening van eerstehulp aan werknemers op die fabriekspersoneel;

"voorman" of "voorvrou" 'n werknemer wat aan die hoof staan van die verpakkingsafdeling;

"voormanbeskuitbakker" 'n beskuitbakker wat beskuit of met 'n masjien of met die hand maak en wat volle beheer het oor alle vervaardigingswerkzaamhede;

"voormanversender" 'n werknemer wat belas is met die versending van goedere;

"valmesmasjienbediener" 'n werknemer wat 'n kragvalmesmasjien bedien wat papier sny;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat gebruik word om kleinere herstelwerk en verstellings aan masjinerie, installasie, geboue en ander uitrusting te doen;

"uurloon" 'n werknemer se loon gedeel deur sy gewone werkure per week soos in klousule 7 (1) voorgeskryf vir die betrokke beroep;

"jeugdige" 'n werknemer onder die leeftyd van 18 jaar;

"etiketteerder" 'n werknemer wat etikette wat tipes en groottes aandui, op houters plak;

"laboratoriumwerker" 'n werknemer wat aan 'n laboratorium verbonde is, wat uitsluitlik of hoofsaaklik monsters vir ontleding voorberei, monsters filtreer en massameet, tye en temperature stel en aanteken en laboratoriumapparate voorberei;

"arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende of soortgelyke werkzaamhede verrig:

- (1) Persede, installasie, bestelwaens, gerei en ander artikels uitvee en/of skoonmaak;
- (2) goedere dra, opstapel en stoot;
- (3) blikke was en etikette daarvan verwyder;
- (4) papier van klonte botter verwyder;
- (5) blikke of dose in kratte of ander buite-omhulsels verpak;
- (6) kratte toespyker;
- (7) geadresseerde etikette op dose of kratte aanbring;
- (8) dose en kratte met die hand herstel of hulle van kasplanke of ander materiaal maak;
- (9) goedere op- en aflaai en ook goedere laai of afneem van rol- of 'n dergelyke tipe vervoerbande;
- (10) met die hand sjabloneer;
- (11) houters van geriffelde karton inmeekaarsit of verseël;
- (12) tee of dergelyke drankte maak of voorsit aan werknemers of aan sy werkgewer;
- (13) briewe, boodskappe of goedere te voet of met 'n trap- of handvoertuig aflewer;
- (14) geboue of ander bouwerke sloop;
- (15) goedere in 'n masjien voer of dit daarvan verwyder, uitgesonderd die werkzaamhede soos onder die omskrywing van "fabriekswerker" gespesifiseer;
- (16) sakke, sakkies of ander houters vul of leegmaak;
- (17) tuinmaak, skoffel, hark, spit, met die skopgraaf werk, snoei en plant volgens opdrag;
- (18) kampongs, latrines, buitegeboue of dergelyke geboue of bouwerke afwit;
- (19) vure maak of in stand hou of afval verwyder of sinters sorteer;
- (20) sakke met die hand herstel of sakke sorteer of uitskud;
- (21) dagha, beton, klip of bitumen met die hand meng of beton of bitumen met 'n skopgraaf, hark, vurf of kruiwa uitsprei;
- (22) sakke, sakkies, bale, dose, pakkette of deure oop- of toemaak of lymwerk verrig;

"wassery-onderbaas" 'n werknemer wat aan die hoof staan van en/of toesig hou oor 'n wassery;

"plaaslike komitee" 'n plaaslike komitee wat ooreenkomstig die konstitusie van die Raad aangestel is;

"masjienwerker" 'n werknemer wat verantwoordelik is vir 'n meganiese beskuitroonmasjien, 'n wafel- en/of keëlmassien, draadsnymassien, 'n draai-vormmassien, 'n sjokoladefoelie-massien of 'n beskuittoedraaimassien;

"afsetbevoorderaar" 'n werknemer wat supermarkte besoek en die voorrade van sy werkgewer se produkte wat vir verkoop uitgestal word, herrangskik en uitpak soos deur sy werkgewer vereis;

"maandloon" 'n bedrag bereken teen vier en 'n derde maal 'n werknemer se weekloon;

"motor vehicle" means a mechanically propelled vehicle, other than a van, any two- or three-wheeled motor-driven cycle, or any vehicle used solely within any establishment for the conveyance and delivery of goods other than travellers' samples or products for sale to customers;

"night shift" means a shift of work, the whole or major portion of which falls between the hours of 18h00 and 06h00 and is specified by the employer in the notice provided for in clause 4 (3) (c);

"ordinary working hours" means the hours, excluding meal intervals, between the starting and closing times of establishments, such times being fixed as provided in clause 7 (3) of this Agreement;

"ovensman" means an employee who is in charge of any kind of mechanical peel or hand oven utilised in the baking of biscuits and who acts under the supervision and control of a foreman biscuit baker;

"packet packer" means an employee who packs the products of the Industry into tins or other containers;

"packer" means an employee employed in the packing department in wrapping, packing, creaming or mass-measuring biscuits, wafers, cones, matzos, pretzel sticks, cakes, Christmas puddings, ice-cream wafers or dog and/or puppy biscuits;

"sample packer" means an employee who packs samples for travellers and/or widow displays;

"short-time" means the time actually worked in an establishment when such time is less than the usual working hours in that establishment;

"staff parcels attendant" means an employee in the staff shop or staff parcels room who sells commodities to the staff from that shop or room;

"stock-hand" means an employee in charge of stock and distribution of loose biscuits in the packing department;

"storeman" means an employee who is in charge of all raw materials and who issues supplies to the bake-house;

"tally clerk" means an employee who checks pasted tins and/or corrugated containers;

"tin-making chargehand" means an employee in the tin-making or repairing department, who is in charge of employees employed in or in connection with tin-making or repairing of tins and who may change dies or set up machines;

"traveller" means a male employee who, as the travelling representative of an establishment on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or the use of or consumption by such traders or other persons;

"van" means an animal-drawn or motor-propelled vehicle, other than any two- or three-wheel motor-driven cycle, used for the delivery of the products of the establishment, but does not include any vehicle falling within the definition of "motor-vehicle";

"vanman" means an employee who is in charge of a van, is responsible for its cleanliness, for the delivery of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers and who may drive a van;

"van salesman" means an employee who is in charge of a van, is responsible for its cleanliness, for the sale of the products of the establishment to customers, for the contents of the van, for cash received by him in respect thereof and for all products and tins returned to him by customers and who may drive a van;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7: Provided that if an employer regularly pays his employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1) it means such higher amount;

"watchman, gatekeeper or night watchman" means an employee who guards and/or patrols property and/or premises;

"week" means in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls.

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

"motorvoertuig" 'n meganies aangedrewe voertuig, uitgesonderd 'n bestelwa, enige twee- of driewielers met motoraandrywing, of enige voertuig wat uitsluitlik binne 'n bedryfsinrigting gebruik word vir die vervoer en aflewering van goedere, uitgesonderd die monsters van handelsreisigers of produkte vir verkoop aan klante;

"nagskof" 'n werkskof wat geheel en al of grotendeels tussen die ure 18h00 en 06h00 val en wat deur die werkgewer gespesifiseer is in die kennisgewing wat in klousule 4 (3) (c) bepaal word;

"gewone werkure" die ure, uitgesonderd etenspouses, tussen die aanvangs- en sluitingstye van die bedryfsinrigting, en sodanige tye word vasgestel soos in klousule 7 (3) van hierdie Ooreenkoms bepaal;

"oondman" 'n werknemer wat verantwoordelik is vir enige soort meganies oondstok of handoond wat gebruik word om beskuit te bak en wat onder die toesig en beheer van 'n voor-manbeskuitbakker werk;

"pakkiesverpakker" 'n werknemer wat die produkte van die Nywerheid in blikke of ander houers verpak;

"verpakker" 'n werknemer wat in die verpakkingsafdeling gebruik word vir die toedraai, verpakking, aanbring van room aan of massameting van beskuit, wafels, keëls, matzos, pretzelstokkies, koeke, Kerspoedings, roomyswafels of honde- en/of jonghondbeskuijies;

"monsterverpakker" 'n werknemer wat monsters vir handelsreisigers en/of vensteruitstallings verpak;

"korttyd" die tyd wat werklik in 'n bedryfsinrigting gewerk word wanneer sodanige tyd korter is as die gewone werkure in daardie bedryfsinrigting;

"hanteerder van personeelpakkette" 'n werknemer in die personeelwinkel of -pakketskamer wat artikels uit daardie winkel of kamer aan die personeel verkoop;

"voorraadhulp" 'n werknemer wat verantwoordelik is vir voorrade en die verspreiding van los beskuijies in die verpakkingsafdeling;

"magasynman" 'n werknemer wat vir alle grondstowwe verantwoordelik is en wat voorrade aan die bakhuis uitreik;

"telklerk" 'n werknemer wat toegeplakte blikke en/of houers van geriffelde karton nagaan;

"blikmakeronderbaas" 'n werknemer in die blikmaak- of herstellafdeling, wat aan die hoof staan van werknemers wat vir of in verband met die maak of die herstel van blikke in diens geneem is en wat metaalstempels mag verander of masjiene mag opstel;

"handelsreisiger" 'n manlike werknemer wat, as die reisende verteenwoordiger van 'n bedryfsinrigting, namens sodanige inrigting bestellings vra, werf of opneem van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoping en/of vir gebruik of verbruik deur sodanige handelaars of ander persone;

"bestelwa" 'n bespande of motoraangedrewe voertuig, uitgesonderd 'n twee- of driewielers met motoraandrywing, wat gebruik word vir die aflewering van die produkte van die bedryfsinrigting, maar nie 'n voertuig wat binne die omskrywing van "motorvoertuig" val nie;

"besteller" 'n werknemer wat verantwoordelik is vir 'n bestelwa, die skoonhou daarvan en vir die aflewering van die produkte van 'n bedryfsinrigting aan klante, vir die inhoud van die bestelwa, vir kontant wat hy ten opsigte daarvan ontvang het en vir alle produkte en blikke wat klante aan hom terugbesorg, en wat ook 'n bestelwa mag dryf;

"bestelwa-verkoopsman" 'n werknemer wat verantwoordelik is vir 'n bestelwa, die skoonhou daarvan en vir die verkoop van die produkte van die bedryfsinrigting aan klante, vir die inhoud van die bestelwa, vir kontant wat hy ten opsigte daarvan ontvang het en vir alle produkte en blikke wat klante aan hom terugbesorg, en wat ook 'n bestelwa mag dryf;

"loon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 7 voorgeskryf: Met dien verstande dat waar 'n werkgewer ten opsigte van sodanige gewone werkure gereeld aan sy werknemer 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"wag, hekweg of nagweg" 'n werknemer wat eiendom en/of persele bewaak en/of patroleer;

"week" ten opsigte van enige werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik diens doen.

4. WAGES

(1) The minimum wages that shall be paid to the under-mentioned classes of employees shall be as follows:

	Wage per week	
	Until 30 April 1979	There- after
	R	R
Grade 1: Foreman biscuit baker.....	87,20	89,35
Grade 2: Biscuit baker, foreman, foreman despatcher, artisan.....	76,65	78,55
Grade 3: Storeman, tin-making chargehand, van salesman.....	64,70	66,35
Grade 4: Vanman, biscuit cutting and emboss- ing machine operator, dough mixer (or doughman).....	59,40	60,90
Ovensman—		
first year of experience.....	39,45	40,45
second year of experience.....	44,85	45,95
third year of experience.....	51,65	52,95
thereafter.....	59,40	60,90
The learnership period under this grade does not apply to a vanman.		
Grade 5: Brakesman—		
first year of experience.....	38,15	39,10
second year of experience.....	43,45	44,50
third year of experience.....	50,30	51,55
thereafter.....	58,15	59,60
Grade 6: Forewoman.....	55,50	56,90
Grade 7: Despatcher, chargehand packer, mer- chandiser, first-aid attendant.....	45,05	46,15
Grade 8: Assistant Storeman, chocolate enrob- ing machine operator, driver: Provided that a driver of a motor vehicle exceeding 4 500 kg shall be paid an additional R3 per week....	42,35	43,40
Grade 9: Guillotine machine operator, handy- man, die stamping press operator, machine- hand.....	37,30	38,25
Grade 10: Laundry chargehand, laboratory attendant, stock hand, assistant ovensman, assistant brakesman.....	35,40	36,30

(i) If an assistant ovensman is permanently promoted to ovensman—

after two years' employment as an assistant ovensman, he shall be paid at the rate for a first year ovensman;

after three years' employment as an assistant ovensman, he shall be paid at the rate for a second year ovensman;

after four years' or more employment as an assistant ovensman, he shall be paid at the rate for a third year ovensman.

(ii) If an assistant brakesman is permanently promoted to brakesman—

after two years' employment as an assistant brakesman, he shall be paid at the rate for a first year brakesman;

after three years' employment as an assistant brakesman, he shall be paid at the rate for a second year brakesman;

after four years' or more employment as an assistant brakesman, he shall be paid at the rate for a third year brakesman.

(iii) If and when a brakesman is absent from his work through illness or other cause, the assistant brakesman shall perform the work of the brakesman and shall be paid, during the time he is so employed, at the rate specified in Grade 5 for a brakesman in the first year of employment.

	Wage per week	
	Until 30 April 1979	There- after
	R	R
Grade 11: Tally clerk, paper stall attendant, staff parcels attendant.....	33,50	34,30
Employees engaged in tin-making or repair- ing of tins and containers not elsewhere specified—		
first 12 months of experience.....	29,50	30,25
thereafter.....	33,50	34,30

4. LONE

(1) Die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:

	Loon per week	
	Tot 30 April 1979	Daarna
	R	R
Graad 1: Voormanbeskuitbakker.....	87,20	89,35
Graad 2: Beskuitbakker, voorman, voorman- versender, ambagsman.....	76,65	78,55
Graad 3: Magasynman, blikmakeronderbaas, bestelwa-verkooopsman.....	64,70	66,35
Graad 4: Besteller, bediener van 'n beskuit- uitsny- en -embosseermasjien, deegmenger (of deegman).....	59,40	60,90
Oondman—		
eerste jaar ondervinding.....	39,45	40,45
tweede jaar ondervinding.....	44,85	45,95
derde jaar ondervinding.....	51,65	52,95
daarna.....	59,40	60,90

Die leerlingtydperk onder hierdie graad is nie op 'n besteller van toepassing nie.

Graad 5: Deegroller—

eerste jaar ondervinding.....	38,15	39,10
tweede jaar ondervinding.....	43,45	44,50
derde jaar ondervinding.....	50,30	51,55
daarna.....	58,15	59,60
Graad 6: Voorvrou.....	55,50	56,90
Graad 7: Versender, onderbaasverpakker, af- setbevoorleer, eerste hulpbediener.....	45,05	46,15
Graad 8: Assistent-magasynman, bediener van 'n sjokolade-omhulmasjien, drywer: Met dien verstande dat 'n drywer van 'n motor- voertuig van meer as 4 500 kg 'n bykomende R3 per week betaal moet word.....	42,35	43,40
Graad 9: Valmesmasjienbediener, faktotum, bediener van 'n stempelpers, masjienwerker	37,30	38,25
Graad 10: Wassery-onderbaas, laboratorium- werker, voorraadhelp, assistent-oondman, assistent-deegroller.....	35,40	36,30

(i) As 'n assistent-oondman permanent tot oondman bevorder word—

na twee jaar diens as 'n assistent-oondman, moet hy teen die loon van 'n eerstejaaroondman besoldig word;

na drie jaar diens as 'n assistent-oondman, moet hy teen die loon van 'n tweedejaaroondman besoldig word;

na vier jaar of langer diens as 'n assistent-oondman, moet hy teen die loon van 'n derdejaaroondman besoldig word.

(ii) As 'n assistent-deegroller permanent tot deegroller bevorder word—

na twee jaar diens as 'n assistent-deegroller, moet hy teen die loon van 'n eerstejaardeegroller besoldig word;

na drie jaar diens as 'n assistent-deegroller, moet hy teen die loon van 'n tweedejaardeegroller besoldig word;

na vier jaar of langer diens as 'n assistent-deegroller, moet hy teen die loon van 'n derdejaardeegroller besoldig word.

(iii) Indien en wanneer 'n deegroller weens siekte of 'n ander oorsaak van sy werk afwesig is, moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldus werksaam is, besoldig word teen die loon wat in graad 5 vir 'n deegroller in sy eerste diensjaar voorgeskryf word.

	Loon per week	
	Tot 30 April 1979	Daarna
	R	R
Graad 11: Telklerk, papierstalletjiewerker, hanteerder van personeelpakkette.....	33,50	34,30
Werknemers wat blikke maak of blikke en houers herstel wat nie elders vermeld word nie—		
eerste 12 maande ondervinding.....	29,50	30,25
daarna.....	33,50	34,30

	Wage per week	
	Until	There-
	30 April 1979	after
	R	R
Grade 12: Packer, labeller, packet packer, sample packer—		
first six months of experience.....	26,45	27,10
thereafter.....	31,20	31,95
top rate.....	32,75	33,55
Ratio provision: 50 per cent of the total packing staff shall be paid at not less than the top rate, promotion to the top rate to be on the basis of longest service.		
Grade 13: Boiler attendant, watchman (night watchman, day watchman or gatekeeper), employees engaged in cooking of rations, employees not elsewhere specified.....	32,10	32,90
Factory operative—		
first six months of experience.....	31,20	31,95
thereafter.....	32,10	32,90
Grade 14: Labourer, delivery assistant.....	31,20	31,95

A casual employee shall be paid in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage for a labourer: Provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

	Monthly wage	
	Until	There-
	30 April 1979	after
	R	R
Clerical employees:		
Male—		
first year of experience.....	112,25	115,05
second year of experience.....	144,05	147,65
third year of experience.....	180,35	184,85
fourth year of experience.....	222,60	228,15
thereafter.....	264,90	271,50
Female—		
first year of experience.....	101,75	104,30
second year of experience.....	127,10	130,30
third year of experience.....	152,55	156,35
thereafter.....	186,50	191,20
Travellers—		
first year of employment.....	275,50	282,40
second year of employment.....	307,30	314,95
third year of employment.....	339,05	347,55
fourth year of employment.....	370,80	380,10
thereafter.....	402,60	412,65

The weekly wage of a monthly paid employee shall be his monthly wage divided by four and one-third.

(2) *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 one day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated 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 the employee was receiving for this ordinary work:

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

(3) *Night shift.*—(a) An employee, including a watchman, who works on a night shift shall be paid his ordinary wage plus 20 per cent of his wage for the period of such night shift.

	Loon per week	
	Tot	Daarna
	30 April 1979	Daarna
	R	R
Graad 12: Verpakker, etiketteerder, pakkies-verpakker, monsterverpakker—		
eerste ses maande ondervinding.....	26,45	27,10
daarna.....	31,20	31,95
maksimum loon.....	32,75	33,55
Getalsverhouding: 50 persent van die totale verpakingspersoneel moet minstens die maksimum loon ontvang, en bevordering tot maksimum loon moet geskied op grondslag van die langste diensstermyn.		
Graad 13: Ketelbediener, wag (nagwag, dagwag of hekweg), werknemers wat rantsone gaarmaak, werknemers nie elders vermeld nie.....	32,10	32,90
Fabriekswerker—		
eerste ses maande ondervinding.....	31,20	31,95
daarna.....	32,10	32,90
Graad 14: Arbeider, afleweringssassistent.....	31,20	31,95

'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een vyfde van die weekloon van 'n arbeider betaal word: Met dien verstande dat waar daar nie van 'n los werknemer vereis word om vir 'n tydperk van meer as vier agtereenvolgende ure op 'n dag te werk nie, sy voorgeskrewe loon met 50 persent verminder kan word.

	Loon per maand	
	Tot	Daarna
	30 April 1979	Daarna
	R	R
Klerke:		
Mans—		
eerste jaar ondervinding.....	112,25	115,05
tweede jaar ondervinding.....	144,05	147,65
derde jaar ondervinding.....	180,35	184,85
vierde jaar ondervinding.....	222,60	228,15
daarna.....	264,90	271,50
Vroue—		
eerste jaar ondervinding.....	101,75	104,30
tweede jaar ondervinding.....	127,10	130,30
derde jaar ondervinding.....	152,55	156,35
daarna.....	186,50	191,20
Handelsreisigers—		
eerste jaar ondervinding.....	275,50	282,40
tweede jaar ondervinding.....	307,30	314,95
derde jaar ondervinding.....	339,05	347,55
vierde jaar ondervinding.....	370,80	380,10
daarna.....	402,60	412,65

Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en een derde.

(2) *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 bepaalde dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—

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

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

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag—

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon betaal bereken volgens die kerf in die stygende loonskaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

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

(3) *Nagskof.*—(a) 'n Werknemer, met inbegrip van 'n wag, wat 'n nagskof werk, moet sy gewone loon plus 20 persent van sy loon betaal word vir die tydperk van sodanige nagskof.

(b) An employee working night shift who is required to work overtime shall be paid for each hour or part of an hour so worked, the overtime rate applicable under clause 7 of this Agreement, on the wage earned whilst working night shift.

(c) Every employer shall decide when the night shift shall commence in his establishment and shall display in a position readily accessible to all his employees a notice specifying such time of commencement.

(4) Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement, shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

5. SHORT-TIME

(1) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of subclauses (2), (3) and (4), an employer may on account of slackness of work, break-down of machinery or the exigencies of trade, work his employees short-time and pay such employees instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour actually worked.

(2) In addition to payment for time actually worked as prescribed in subclause (1), an employee shall—

(a) when short-time is worked on account of a break-down of machinery, be paid at a rate of 50 per cent of his hourly rate for every hour not worked; and

(b) when short-time is worked on account of slackness of work or the exigencies of trade, be paid at a rate of 25 per cent of his hourly rate for every hour not worked.

(3) The employer shall, prior to the day on and from which he is permitted to work short-time, due to slackness of work or the exigencies of trade, notify the employees concerned accordingly.

(4) The employer shall give one hour's notice in the case of short-time arising from a break-down of machinery: Provided that the employee shall receive payment for the hour's notice: Provided further that an employee who has not been given such notice, or notice in terms of subclause (3) shall, on attending at the establishment be entitled to be employed for a half day or to receive a minimum of one half of his daily wage.

6. PAYMENT OF REMUNERATION

(1) (a) Remuneration due to an employee shall be paid in cash weekly or monthly, depending on whether wages are prescribed on a weekly or monthly basis, on the usual pay-day of the establishment during the ordinary hours of work, or on termination of employment if this takes place before the ordinary pay-day of the establishment: Provided that where the employer and his employee agree, payment may be made by cash or cheque or paid into an employee's private commercial banking account: Provided further that where the employer and his employee for whom wages are prescribed on a weekly basis agree, the remuneration may be paid monthly.

(b) Wages shall be contained in a closed envelope or container on which shall be reflected or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or pay-sheet number;

(c) the period in respect of which payment is made;

(d) the number of hours worked;

(e) the number of overtime hours worked;

(f) the employee's wage and the grade under which he is classified;

(g) the amount paid for work on a Sunday;

(h) the details of any deductions made;

(i) the actual amount paid to the employee.

(2) No premium for the training of an employee shall be charged or accepted by the employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) No charge for damage done to material shall be made;

(b) 'n Werknemer wat 'n nagskof werk en van wie daar vereis word om oortydwerk te verrig, moet vir elke uur of gedeelte van 'n uur aldus gewerk, die oortydbesoldiging voorgeskryf in klousule 7 van hierdie Ooreenkoms, betaal word volgens die loon wat hy verdien het terwyl hy sodanige nagskof gewerk het.

(c) Elke werkgewer moet besluit wanneer die nagskof in sy bedryfsinrigting moet begin en moet 'n kennisgewing waarin sodanige aanvangstyd gespesifiseer word, vertoon op 'n plek wat vir al sy werknemers geredelik toeganklik is.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat meer is as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in dieselfde klas werk in diens is.

5. KORTTYD

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens subklousules (2), (3) en (4), mag 'n werkgewer weens 'n werkslapte, die onklaarraking van masjinerie of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf aan sodanige werknemers 'n uurloon betaal vir elke uur of gedeelte van 'n uur wat werklik gewerk is.

(2) Benewens betaling vir tyd wat soos in subklousule (1) voorgeskryf werklik gewerk is, moet 'n werknemer—

(a) wanneer korttyd weens onklaarraking van masjinerie gewerk word, 50 persent betaal word van sy uurloon vir elke uur wat nie gewerk is nie; en

(b) wanneer korttyd weens werkslapte of die vereistes van die handel gewerk word, 25 persent betaal word van sy uurloon vir elke uur wat nie gewerk is nie.

(3) Die werkgewer moet voor die dag waarop en met ingang waarvan hy toegelaat word om korttyd te werk as gevolg van werkslapte of die vereistes van die handel, die betrokke werknemers dienoreenkomstig in kennis stel.

(4) Die werkgewer moet een uur vooraf kennis gee in die geval van korttyd wat voortspruit uit die onklaarraking van masjinerie: Met dien verstande dat die werknemer betaling moet ontvang vir die uur kennisgewing: Voorts met dien verstande dat 'n werknemer wat nie aldus of ingevolge subklousule (3) in kennis gestel is nie, daartoe geregtig is om, wanneer hy hom by die bedryfsinrigting vir diens aanmeld, vir 'n halfdag te werk of om minstens die helfte van sy dagloon te ontvang.

6. BETALING VAN BESOLDIGING

(1) (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet weekliks of maandeliks, afhangende daarvan of lone op 'n weeklikse of maandelikse grondslag voorgeskryf word, gedurende die gewone werkure op die gewone betaaldag van die bedryfsinrigting in kontant betaal word, of by diensbeëindiging indien dit voor die gewone betaaldag van die bedryfsinrigting geskied: Met dien verstande dat waar die werkgewer en sy werknemer daaroor ooreenkom, die besoldiging in kontant of per tjek betaal mag word of in 'n werknemer se private handelsbankrekening gestort mag word: Voorts met dien verstande dat waar die werkgewer en sy werknemer wie se loon op 'n weeklikse grondslag voorgeskryf word, daaroor ooreenkom, die besoldiging maandeliks betaal mag word.

(b) Lone moet in 'n geslote koever of houer geplaas word waarop die volgende aangetoon word, of wat vergesel gaan van 'n staat wat die volgende aantoon:

(a) Die werkgewer se naam;

(b) die werknemer se naam of betaalstaatsnommer;

(c) die tydperk ten opsigte waarvan die loon betaal word;

(d) die getal ure gewerk;

(e) die getal ure oortyd gewerk;

(f) die werknemer se loon en die graad waaronder hy ingedeel is;

(g) die bedrag betaal vir werk op 'n Sondag;

(h) besonderhede van alle bedrae wat afgetrek is;

(i) die bedrag wat werklik aan die werknemer betaal word.

(2) Geen premie mag vir die opleiding van 'n werknemer deur die werkgewer gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werknemer volgens wet verplig is om by te dra.

(3) Geen koste mag vir beskadiging van materiaal gevorder word nie.

(4) An employer shall not require his employee to purchase any goods from him or from any establishment or person nominated by him. An employee who is allowed to purchase any goods from his employer shall not be charged for them more than the wholesale price of such goods.

(5) Save as provided in the Blacks (Urban Areas) Act, 1945, or the Black Labour Act, 1964, no employee shall be required as part of his or her contract of employment to board or lodge with the employer or at a place nominated by the employer.

(6) *Deductions.*—Save as provided in the Blacks (Urban Areas) Act, 1945, or the Black Labour Act, 1964, an employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration; other than that he may make the following:

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

(b) a deduction in respect of short-time in terms of clause 5;

(c) a deduction in respect of time not worked whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire: Provided that an employer shall pay to all employees affected thereby, wages up to a maximum of two weeks. Such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 12 of this Agreement;

(d) with the written consent of the employee deductions for holiday, insurance or pension funds, personal savings, tax assessments or sick benefit funds not provided for in this Agreement;

(e) contributions to—

(i) the Council funds in terms of clause 18 of this Agreement; and

(ii) the Sick Pay Benefit Fund in terms of clause 10 of this Agreement;

(f) with the written consent of the employee, subscriptions to funds of the trade union as provided in terms of clause 22 of this Agreement;

(g) any amount paid by an employer compelled or permitted by law, ordinance or legal process to make payment on behalf of an employee;

(h) a deduction of any cash advanced against wages due by an employer to his employee: Provided that such deductions shall not exceed one third of the total remuneration due to such employee;

(i) whenever an employee agrees to accept from his employer board or lodging or both, a deduction not exceeding the amounts specified hereunder:

Lodging only: 40c per week;

board only: 85c per week;

board and lodging: R1,25 per week.

(7) *Subsistence allowance.*—Any vanman or van salesman who is required in the course of his duties to spend the night away from home shall be reimbursed for expenses incurred at a rate not less than R10 per night.

Any employee, other than a vanman or a van salesman, who in the company of a vanman or van salesman is required in the course of his duties to spend the night away from home, shall be reimbursed for expenses incurred at a rate of not less than R6 per night.

7. HOURS OF WORK

(1) (a) The ordinary hours of work of an employee, other than a traveller and a casual employee, shall not exceed 44 in any one week: Provided that where the ordinary hours of work in an establishment at the date of commencement of this Agreement are less than 44 hours per week, such number shall be deemed to be the ordinary hours of work of that establishment.

(b) In the case of a watchman the hours of work shall not exceed 12 hours per day, with a maximum of 72 hours per week: Provided that all hours in excess of 44 per week shall be paid for at overtime rates,

(4) 'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n bedryfsinrigting of persoon wat hy aanwys, te koop nie. Daar mag nie van 'n werknemer wat toegelaat word om goedere van sy werkgewer te koop, vereis word om meer as die groothandelprijs van sodanige goedere daarvoor te betaal nie.

(5) Behoudens die Swartes (Stadsgebiede) Wet, 1945, of die Wet op Swart Arbeid, 1964, mag daar nie van 'n werknemer vereis word om as deel van sy of haar dienskontrak kos of inwoning van die werkgewer of op 'n plek deur die werkgewer aangewys, te ontvang nie.

(6) *Aftrekkings.*—Behoudens die Swartes (Stadsgebiede) Wet, 1945, of die Wet op Swart Arbeid, 1964, mag 'n werkgewer sy werknemer geen boetes ople nie en mag hy geen bedrag, uitgesonderd ondergenoemde bedrae, van sy werknemer se besoldiging aftrek nie:

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(b) 'n bedrag ten opsigte van korttyd ooreenkomstig klousule 5;

(c) 'n bedrag ten opsigte van tyd wat nie gewerk is nie wanneer die werk in die hele of 'n gedeelte van 'n bedryfsinrigting gestaak of onderbreek word as gevolg van skade wat deur brand veroorsaak is: Met dien verstande dat 'n werkgewer alle werknemers wat daardeur geraak word, lone moet betaal vir 'n maksimum van twee weke. Sodanige betaling moet enige betaling insluit ten opsigte van diensopsegging wat ingevolge klousule 12 van hierdie Ooreenkoms verskuldig mag wees;

(d) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, versekerings- of pensioenfondse, persoonlike spaargelde, belastingaanslae of siektebystandsfondse waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie;

(e) bydraes tot—

(i) die fondse van die Raad ingevolge klousule 18 van hierdie Ooreenkoms; en

(ii) die Siektebystandsfondse ingevolge klousule 10 van hierdie Ooreenkoms; en

(f) met die skriftelike toestemming van die werknemer, ledigeld vir die vakvereniging soos in klousule 22 van hierdie Ooreenkoms bepaal;

(g) enige bedrag wat 'n werkgewer ingevolge of kragtens enige wet ordonnansie of regsgeeding namens sy werknemer moet of mag betaal;

(h) 'n bedrag van enige kontant wat voorgeskiet is op die lone wat 'n werkgewer aan sy werknemer verskuldig is: Met dien verstande dat sodanige bedrag hoogstens 'n derde mag bedra van die totale besoldiging wat aan so 'n werknemer verskuldig is;

(i) wanneer 'n werknemer instem om van sy werkgewer kos of inwoning of albei aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:

Slegs inwoning: 40c per week;

slegs kos: 85c per week;

kos en inwoning: R1,25 per week.

(7) *Onderhoudstoelae.*—Enige besteller of bestelwa-verkooopsman van wie in die loop van sy werksaamhede vereis word om die nag weg van sy huis af deur te bring, moet vir uitgawes wat aangegaan is, vergoed word teen minstens R10 per nag.

Enige werknemer, uitgesonderd 'n besteller of 'n bestelwa-verkooopsman, van wie daar in die loop van sy werksaamhede vereis word om, wanneer hy die besteller of bestelwa-verkooopsman vergesel, die nag weg van sy huis af deur te bring, moet vir uitgawes wat aangegaan is, vergoed word teen minstens R6 per nag.

7. WERKURE

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, is hoogstens 44 in een week: Met dien verstande dat waar die gewone werkure in 'n bedryfsinrigting op die datum waarop hierdie Ooreenkoms van krag word, minder as 44 per week is, sodanige getal geag moet word die gewone werkure van daardie bedryfsinrigting te wees.

(b) In die geval van 'n wag is die werkure hoogstens 12 uur per dag, met 'n maksimum van 72 uur per week: Met dien verstande dat vir alle ure wat meer as 44 per week is teen oortydтарыe betaal moet word.

The above hours may include a Sunday, and if a watchman is required to work on seven days a week, he shall be paid double time for the seventh day whether it be a Sunday or any other day.

(c) In the case of a casual employee the ordinary hours of work shall not exceed eight and a half hours on any day.

(2) A five-day week from Monday to Friday shall be observed in all establishments for all employees, other than travellers, watchmen, employees engaged on maintenance work and certain employees who may be employed for six days per week, and no employees entitled to a five-day week shall be employed on a Saturday without the permission of the Council.

(3) Subject to the provisions of subclause (1), the employer shall fix the starting and closing times (including meal intervals) of work of his employees and shall keep posted up in a conspicuous place in his establishment a notice of such times: Provided that the hours of work per day shall not exceed—

(a) in the case of employees who work a five-day week, nine and a quarter hours on any day; and

(b) in the case of employees, other than watchmen, who work a six-day week, eight hours on any day unless the hours on any one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half hours.

(4) *Meal intervals.*—An employer shall not require or permit an employee other than a watchman, traveller, vanman, driver or delivery assistant, to work for more than five hours continuously without an uninterrupted interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

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

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

(5) *Rest intervals.*—Every employer shall grant to each of his employees, other than a watchman, traveller, vanman, driver or delivery assistant, a rest interval of not less than 15 minutes as nearly as practicable—

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

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

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

(6) Save as provided in subclauses (4) and (5), all hours of work on any day shall be consecutive.

(7) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in subclauses (1) and (3) shall be deemed to be overtime.

(8) *Limitation of overtime.*—No employer shall, without the prior consent of the Council, permit an employee to work and no employee shall work overtime for more than 10 hours in any week: Provided that no restriction imposed by this subclause shall apply to a watchman, traveller, or to any male employee while employed on work necessitated by a break-down of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary working hours.

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

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime on more than three consecutive days in any week;

(d) overtime for more than two hours on any day;

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

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

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

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

(iii) paid such employee not less than 35c in sufficient time to enable her to obtain and partake of a meal before overtime is due to commence.

(10) *Payment of overtime.*—(a) (i) Save as provided in subparagraph (ii), an employee other than a traveller and a casual employee, who is required or allowed to work overtime, shall

Bogenoemde ure kan 'n Sondag insluit, en indien daar van 'n wag vereis word om sewe dae per week te werk, moet hy vir die sewende dag dubbel betaal word, of dit 'n Sondag of enige ander dag is.

(c) In die geval van 'n los werknemer mag die gewone werkeure hoogstens agt en 'n half uur op enige dag wees.

(2) Alle bedryfsinrigtings moet al hul werknemers, uitgesonderd handelsreisigers, wagte, werknemers wat onderhoudswerk verrig en eethuiswerknemers wat ses dae per week mag werk, vyf dae per week van Maandag tot Vrydag laat werk, en geen werknemers wat op 'n werkweek van vyf dae geregtig is mag sonder die toestemming van die Raad op Saterdag werk gegee word nie.

(3) Behoudens subklousule (1), moet die werkgewer die aanvangs- en sluitingstyd (etenspouses ingesluit) van sy werknemers se werk vasstel en 'n kennisgewing waarin sodanige tyd gemeld word, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou: Met dien verstande dat die werkure per dag hoogstens die volgende mag wees:

(a) In die geval van werknemers wat vyf dae per week werk, nege en 'n kwart uur op enige dag; en

(b) in die geval van werknemers, uitgesonderd wagte, wat ses dae per week werk, agt uur op 'n dag tensy die ure op 'n bepaalde dag hoogstens vyf is, en in so 'n geval mag die ure op enigen van die ander dae hoogstens agt en 'n half uur wees.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n wag, handelsreisiger, besteller, drywer of afleweringssassistent, vereis of hom toelaat om meer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur waarin geen werk gedoen mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(a) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees;

(b) indien sodanige pouse langer as een uur is, enige tydperk wat langer as een en 'n kwart uur is, geag word gewone werkure te wees.

(5) *Ruspouses.*—Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n wag, handelsreisiger, besteller, drywer of afleweringssassistent, 'n ruspouse van minstens 15 minute toestaan so na as moontlik aan—

(a) die middel van elke eerste werktydperk op 'n dag; en

(b) die middel van elke tweede werktydperk op 'n dag;

waarin daar nie van 'n werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure uit te maak.

(6) Behoudens subklousules (4) en (5), moet alle werkure op 'n dag agtereenvolgend wees.

(7) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die getal ure in subklousules (1) en (3) voorgeskryf, word geag oortydwerk te wees.

(8) *Beperking op oortydwerk.*—Geen werkgewer mag, sonder dat hy vooraf toestemming van die Raad verkry het, 'n werknemer toelaat om in enige week langer as 10 uur oortydwerk te verrig nie en geen werknemer mag aldus oortydwerk verrig nie: Met dien verstande dat geen beperking wat by hierdie subklousule opgelê word, op 'n wag of 'n handelsreisiger van toepassing is nie en ook nie op 'n manlike werknemer nie terwyl hy besig is met werk wat weens 'n onklaaraking van die installasie of masjinerie of weens 'n ander onvoorsiene noodgeval genoodsaak word of met werk in verband met die opknapping of herstel van die installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

(9) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:

(a) Tussen 18h00 en 06h00;

(b) na 13h00 op meer as vyf dae in 'n week;

(c) oortyd op meer as drie agtereenvolgende dag in enige week;

(d) oortyd vir meer as twee uur op enige dag;

(e) oortyd op meer as 60 dae in enige jaar;

(f) oortyd, na voltooiing van haar gewone werkure, vir langer as 'n uur op enige dag, tensy hy—

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

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

(iii) sodanige werkgewer minstens 35c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy oortyd moet begin werk.

(10) *Betaling vir oortydwerk.*—(a) (i) Behoudens subparagraaf (ii), moet 'n werknemer, uitgesonderd 'n handelsreisiger en 'n los werknemer, van wie vereis word of wat toegelaat

be paid for each hour or part of an hour so worked at a rate of one and one-half times his weekly wage divided by his ordinary hours of work: Provided that in an establishment where the ordinary hours of work are less than 44, an employee who is required or permitted to work overtime, shall be paid for the hours worked between the ordinary hours and 44 hours per week, at a rate of one and one-quarter his weekly wage divided by his ordinary hours of work: Provided further that if overtime on a daily basis differs from overtime on a weekly basis, the basis more favourable to the employee shall apply.

(ii) *Saturdays*.—If an employee who works a five-day week in terms of subclause (2) of this clause is required or permitted to work on a Saturday with the permission of the Council, as required in terms of subclause (2), he shall be paid for each hour or part of an hour so worked at a rate of double his weekly wage divided by 44.

(b) If a casual employee is required or allowed to work for more than eight and a half hours on any day, he shall be paid for each hour or part of an hour so worked, at a rate of one and one-half times his hourly rate.

For the purposes of this paragraph, "hourly rate" means one-fifth of the weekly wage prescribed for a labourer, divided by eight and a half.

(11) The provisions of this clause shall not apply to any employee remunerated at the rate of R3 600 or more per annum.

8. SUNDAYS AND PUBLIC HOLIDAYS

(1) Whenever an employee, other than a watchman or traveller, works on a Sunday, he shall be paid—

(a) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week day plus 10 per cent; or

(b) if he so works for a period exceeding four hours, at a rate not less than double his ordinary rate of wages, in respect of the total period worked on such Sunday, plus 10 per cent, or not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week day, plus 10 per cent, whichever is the greater; or

(c) at a rate of not less than one and one-half times his hourly rate in respect of the total period worked on such day and be granted within seven days of such Sunday, one day's holiday and be paid in respect thereof at his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) (a) Subject to the provisions of clauses 6 (6) and 9 (3), if an employee does not work on—

New Year's Day (1 January);
Good Friday;
Easter Monday;
Ascension Day;
Republic Day (31 May);
Settlers' Day (first Monday in September);
Day of the Covenant (16 December);
Christmas Day (25 December);
Boxing Day (26 December); or
any public holiday, proclaimed as such in terms of Section 2 of Public Holidays Act, Act 5 of 1952;

his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that—

(i) for a weekly paid employee Christmas Day, New Year's Day and the Day of the Covenant shall be paid holidays notwithstanding that they fall on a Saturday, except in the case of employees who are on annual leave when clause 9 (3) shall apply; and

(ii) when an employee has been absent from work, through no fault of the employer and for any reason other than illness in terms of clauses 10 or 11, on any working day immediately preceding or succeeding any public holiday, other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, such holiday shall not be paid for.

(b) Whenever an employer requires or permits an employee to work on any public holiday, he shall, save as provided for in clause 9 (3), pay such employee for the week in which such day falls his weekly wage plus double his hourly wage for each hour or part of an hour worked by the employee on such day.

(3) The provisions of this clause shall not apply to any employee remunerated at the rate of R5 000 or more per annum.

word om oortydwerk te verrig, vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en 'n half maal sy weekloon gedeel deur sy gewone getal werkure: Met dien verstande dat, in 'n bedryfsinrigting waar die gewone werkure minder as 44 is, 'n werknemer van wie vereis word of wat toegelaat word om oortydwerk te verrig, vir die verskil tussen die getal gewone werkure en 44 uur per week betaal moet word teen een en 'n kwart maal sy weekloon gedeel deur sy gewone getal werkure: Voorts met dien verstande dat, as oortydwerk op 'n daaglikse grondslag verskil van oortydwerk op 'n weeklikse grondslag, die grondslag wat vir die werknemer die gunstigste is, toegepas moet word.

(ii) *Saterdae*.—As daar van 'n werknemer wat ingevolge subklausule (2) van hierdie klousule 'n vyfdaagse week werk, vereis of hy toegelaat word om op 'n Saterdag te werk met die toestemming van die Raad, soos ingevolge subklausule (2) vereis word, moet hy vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen dubbel sy weekloon gedeel deur 44.

(b) As daar van 'n los werknemer vereis of hy toegelaat word om vir langer as agt en 'n half uur op enige dag te werk, moet hy vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en 'n half maal sy uurloon.

Vir die toepassing van hierdie paragraaf, beteken "uurloon" een vyfde van die weekloon wat vir 'n arbeider voorgeskryf word, gedeel deur agt en 'n half.

(11) Hierdie klousule is nie op 'n werknemer wat R3 600 of meer per jaar verdien, van toepassing nie.

8. SONDAE EN OPENBARE VAKANSIEDAE

(1) Wanneer 'n werknemer, uitgesonderd 'n wag of handelsreisiger, op 'n Sondag werk, moet hy soos volg betaal word:

(a) As hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, plus 10 persent; of

(b) as hy vir 'n tydperk van langer as vier uur aldus werk minstens dubbel sy gewone loon betaalbaar ten opsigte van die totale tydperk op so 'n Sondag gewerk, plus 10 persent, of minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, plus 10 persent, naamlik die bedrag wat die grootste is; of

(c) teen minstens een en 'n half maal sy uurloon ten opsigte van die totale tydperk op so 'n dag gewerk, en binne sewe dae vanaf so 'n Sondag moet een dag vakansie aan hom toegestaan word met betaling teen sy gewone loon asof hy op so 'n vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) (a) As 'n werknemer nie werk nie op—

Nuwejaarsdag (1 Januarie);
Goeie Vrydag;
Paasmaandag;
Hemelvaartsdag;
Republiekdag (31 Mei);
Setlaarsdag (eerste Maandag in September);
Geloftedag (16 Desember);
Kersdag (25 Desember);
Gesinsdag (26 Desember); of
op enige openbare vakansiedag wat kragtens die Wet op Openbare Feesdae, Wet 5 van 1952, tot 'n openbare vakansiedag geproklameer is;

moet sy werkgever, behoudens klousules 6 (6) en 9 (3), hom vir die week waarin so 'n dag val minstens sy weekloon betaal: Met dien verstande dat—

(i) Kersdag, Nuwejaarsdag en Geloftedag vir 'n weekliks betaalde werknemer vakansiedae met besoldiging is, al val hulle op 'n Saterdag, behalwe in die geval van werknemers wat met jaarlikse verlof is, wanneer klousule 9 (3) van toepassing is; en

(ii) wanneer 'n werknemer weens geen fout van die werkgever nie en om 'n ander rede as siekte soos in klousules 10 of 11 bepaal, van sy werk afwesig is op enige werkdag onmiddellik voor of na enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag, daar nie vir sodanige vakansiedag betaal word nie.

(b) Wanneer 'n werkgever van sy werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet hy, behoudens klousule 9 (3), so 'n werknemer vir die week waarin sodanige dag val, sy weekloon betaal, plus dubbel sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op sodanige dag gewerk het.

(3) Hierdie klousule is nie op 'n werknemer wat R5 000 of meer per jaar verdien, van toepassing nie.

9. ANNUAL LEAVE

(1) (a) An employer shall grant to his employee in respect of each completed period of 12 months' employment with him—

- (i) in the case of an employee who works a five-day week, 15 consecutive working days' leave;
- (ii) in the case of an employee who works a five and a half day week, 18 consecutive working days' leave; and
- (iii) in the case of a watchman who works six days a week and not more than 10 hours a day, 18 consecutive working days' leave, and in the case of a watchman who works seven days a week or more than 10 hours each day, 22 consecutive calendar days' leave;

within four months from the date of completion of the year of employment to which it relates at the wage the employee was receiving immediately prior to the period of such leave.

(b) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in paragraph (a) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

- (i) in the case of a watchman working a seven-day week, one-fourth of the weekly wage; and
- (ii) in the case of all other employees, one and one-quarter times the daily wage;

the employee was receiving immediately before the date of such termination.

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

(2) The period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment, is absent through illness in terms of clause 10 or 11, or is undergoing military service, in pursuance of the Defence Act, 1957.

(3) If any public holiday referred to in clause 8 (2) (a) falls within the period of such leave, such holiday shall be added to the said period as a further period of paid leave, whether or not such holiday falls upon a Saturday.

(4) The employer shall pay to an employee to whom leave is granted under this clause, his wage in respect of the period of leave not later than the last working day before commencement of the said period.

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

- (a) on leave in terms of this clause;
- (b) undergoing military service 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 one period of such service;
- (c) on the instruction or at the request of the employer;
- (d) due to an injury on duty;
- (e) owing to illness in terms of clause 10 or 11, or by reason of the prohibition contained in section 23 of the Factories, Machinery and Building Work Act, 1941;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (c), (d) and (e): Provided that—

(i) the provisions of paragraph (e) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in subparagraph (ii) fails, after a request for such a 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, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any law to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i).

9. JAARLIKSE VERLOF

(1) (a) 'n Werkgever moet aan sy werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, verlof toestaan van—

- (i) in die geval van 'n werknemer wat vyf dae per week werk, 15 agtereenvolgende werkdade;
- (ii) in die geval van 'n werknemer wat vyf en 'n half dae per week werk, 18 agtereenvolgende werkdade; en
- (iii) in die geval van 'n wag wat ses dae per week en hoogstens 10 uur op 'n dag werk, 18 agtereenvolgende werkdade, en in die geval van 'n wag wat sewe dae per week of meer as 10 uur elke dag werk, 22 agtereenvolgende kalenderdae;

binne vier maande na die datum waarop die jaar diens waarop die verlof betrekking het, voltooi is, teen die loon wat die werknemer onmiddellik voor die tydperk van sodanige verlof ontvang het;

(b) 'n Werknemer wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydperk voorgeskryf in paragraaf (a) ten opsigte van daardie tydperk opgeloopt het, moet by sodanige diensbeëindiging en benewens ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydp- per 'n bedrag betaal word van minstens—

- (i) in die geval van 'n wag wat sewe dae in 'n week werk, een vierde van die weekloon; en
- (ii) in die geval van alle ander werknemers, een en een kwart maal die dagloon;

wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(c) 'n Werknemer wat kragtens subklousule (1) (a) op 'n tydperk van verlof geregtig geword het en wie se diens beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan sou gewees het.

(2) Die verloftydperk mag nie met enige tydperk van kennisgewing ten opsigte van diensbeëindiging, afwesigheid weens siekte, soos bepaal in klousule 10 of 11, of militêre diens ingevolge die Verdedigingswet, 1957, saamval nie.

(3) As enige openbare vakansiedag in klousule 8 (2) (a) genoem, binne die tydperk van sodanige verlof val, moet sodanige vakansiedag by genoemde tydperk getel word as 'n verdere tydperk van verlof met besoldiging, afgesien daarvan of sodanige vakansiedag op 'n Saterdag val al dan nie.

(4) Die werkgever moet 'n werknemer aan wie verlof ooreenkomstig hierdie klousule toegestaan word, sy loon vir die verloftydperk voor of op die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(5) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat enige tydperk of tydperke van hoogstens altesaam 10 weke in 'n jaar ten opsigte van die tydperke bedoel in subparagrafe (a), (c), (d) en (e), waarin die werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige dienstydp- per as diens te eis nie;
- (c) op las of op versoek van die werkgever;
- (d) as gevolg van 'n besering op diens;
- (e) as gevolg van siekte soos bepaal in klousule 10 of 11 of weens die verbod vervat in artikel 23 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

Met dien verstande dat—

(i) paragraaf (e) nie ten opsigte van enige tydperk van afwesigheid weens siekte wat langer as drie agtereenvolgende dae duur, van toepassing is nie as die werknemer, uitgesonderd 'n werknemer in subparagraaf (ii) genoem, versuim om, nadat die werkgever hom daartoe versoek het, 'n doktersertifikaat voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, en genoemde paragraaf ook nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige tydperk van 12 maande diens wat meer as 30 dae duur, van toepassing is nie;

(ii) daar nie van 'n werknemer wie se werkgever ingevolge enige wet voorsiening moet maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, vereis word om 'n doktersertifikaat ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem, voor te lê nie.

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

(a) in the case of an employee who had, before the date on which the Agreement comes into operation, become entitled to leave in terms of any agreement or arbitration award for the Industry which was binding in terms of the Act, or in terms of any law, from the date on which such employee so became entitled to leave: Provided that if such leave has not been granted earlier, it should be granted with in two months from the date of coming into operation of this Agreement;

(b) in the case of any other employee, from the date upon which he entered his employer's service.

10. SICK PAY BENEFIT FUND

(1) The Sick Pay Benefit Fund (hereinafter referred to as "the Fund") established in terms of clause 10 of the Agreement published under Government Notice 352 of 4 August 1961, is hereby continued.

(2) For the purpose of the Fund every employer shall each week deduct from the wages of each of his employees, other than those in receipt of wages of R4 217 or more per annum—

(a) in the case of employees whose prescribed wages are up to and including R28, per week, the sum of 9c;

(b) in the case of employees whose prescribed wages are over R28, per week but not more than R39,50 per week, the sum of 13c;

(c) in the case of employees whose prescribed wages are R39,51 and over per week, the sum of 17c.

To the total amount so deducted, the employer shall add a like amount and forward the total month by month and not later than the seventh day of each month, to the Secretary of the Fund, P.O. Box 1536, Cape Town, together with the following particulars:

Full name of every employee for whom the deduction has been made;

occupation;

number of hours worked by each employee each week;

total wages paid to each employee each week.

The necessary forms for this purpose will be supplied by the Secretary for the use of employers.

Note.—(i) For the purposes of this clause "wages" do not include overtime or extra payment for night shift.

(ii) When an employee is absent because of sickness as defined in this clause, he shall, in addition to any sick pay he may be entitled to in terms of subclause (7), be paid by his employer 45 per cent of his wage during the first three weeks of sickness in any one year, whilst in the employment of the employer.

(3) The object of the Fund shall be to provide sick pay to employees to whom the Agreement applies, during periods of illness.

(4) The Fund shall be administered by the Council.

(5) All moneys received for the Fund shall be deposited into a special banking account and controlled by the Council or a committee of equal numbers of employers and employees.

(6) All payment out of the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Secretary or accountant.

(7) An employee who has paid contributions to the Fund for six months preceding his or her illness shall be entitled to sick pay during the currency of this Agreement under the following scale:

(a) For a period of three weeks—

(i) in the case of employees whose prescribed wages are up to and including R28 per week: R9 per week;

(ii) in the case of employees whose prescribed wages are over R28 per week but not more than R39,50 per week: R12 per week;

(iii) in the case of employees whose prescribed wages are R39,51 and over per week: R15,50 per week;

(b) for a further period of five weeks—

(i) in the case of employees whose prescribed wages are up to and including R28 per week: R7,50 per week;

(ii) in the case of employees whose prescribed wages are over R28 per week but not more than R39,50 per week: R10 per week;

(iii) in the case of employees whose prescribed wages are R39,51 and over per week: R13 per week;

(6) Vir die toepassing van hierdie klousule, word indiens-neming geag soos volg te begin:

(a) In die geval van 'n werknemer wat voor die datum waarop die Ooreenkoms van krag word, op verlot geregtig geword het kragtens enige ooreenkoms of arbitrasietoekenning vir die Beskuijnywerheid wat ingevolge die Wet of enige wet bindend was, vanaf die datum waarop sodanige werknemer aldus op verlot geregtig geword het: Met dien verstande dat indien sodanige verlot nie vroeër toegestaan is nie, dit binne twee maande vanaf die datum waarop hierdie Ooreenkoms van krag word, toegestaan moet word;

(b) in die geval van enige ander werknemer, vanaf die datum waarop hy tot die werkgewer se diens toetree het.

10. SIEKTEBYSTANDFONDS

(1) Die Siektebystandfonds (hierna die "Fonds" genoem) wat ingevolge klousule 10 van die Ooreenkoms gepubliseer by Goewermentskennisgewing 352 van 4 Augustus 1961 ingestel is, word hierby voortgesit.

(2) Vir die doel van die Fonds moet elke werkgewer elke week van die loon van elkeen van sy werknemers, uitgesonderd dié wat 'n loon van R4 217 of meer per jaar ontvang, die volgende bedrae aftrek:

(a) In die geval van werknemers wie se voorgeskrewe loon tot en met R28 per week is, die bedrag van 9c;

(b) in die geval van werknemers wie se voorgeskrewe loon meer as R28 per week, maar hoogstens R39,50 per week is, die bedrag van 13c;

(c) in die geval van werknemers wie se voorgeskrewe loon R39,51 en meer per week is, die bedrag van 17c.

By die totale bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totaal maand na maand en wel voor of op die sewende dag van elke maand, aan die Sekretaris van die Fonds, Posbus 1536, Kaapstad, stuur tesame met die volgende besonderhede:

Volle naam van elke werknemer vir wie die bedrag afgetrek is;

beroep;

getal ure elke week deur elke werknemer gewerk;

totale loon elke week aan elke werknemer betaal.

Die nodige vorms vir hierdie doel word deur die Sekretaris aan die werkgewers verskaf.

Opmerking.—(i) Vir die toepassing van hierdie klousule, omvat "loon" nie besoldiging vir oortydwerk of ekstra betaling vir 'n nagskof nie.

(ii) Wanneer 'n werknemer afwesig is as gevolg van siekte soos in hierdie klousule omskryf, moet sy werkgewer hom, benewens die siektebesoldiging waarop hy kragtens subklousule (7) geregtig mag wees, 45 persent van sy loon gedurende die eerste drie weke van sy siekte in 'n bepaalde jaar betaal terwyl hy in diens van die werkgewer is.

(3) Die doel met hierdie Fonds is om werknemers op wie die Ooreenkoms van toepassing is, te betaal terwyl hulle siek is.

(4) Die Fonds word deur die Raad geadminestreer.

(5) Alle geld wat vir die Fonds ontvang word, moet in 'n spesiale bankrekening gestort en beheer word deur die Raad of 'n komitee wat uit 'n gelyke getal werkgewers en werknemers bestaan.

(6) Alle uitbetalings uit die Fonds moet geskied by wyse van 'n tjek wat op die Fonds se rekening getrek is. Alle sodanige tjeks moet deur die Sekretaris of rekenmeester geteken word.

(7) 'n Werknemer wat vir ses maande voor sy of haar siekte tot die Fonds bygedra het, is gedurende die geldigheidsduur van hierdie Ooreenkoms op betaling gedurende sy of haar siekte geregtig en wel teen die volgende skaal:

(a) Vir 'n tydperk van drie weke—

(i) in die geval van werknemers wie se voorgeskrewe loon tot en met R28 per week is: R9 per week;

(ii) in die geval van werknemers wie se voorgeskrewe loon meer as R28 per week maar hoogstens R39,50 per week is: R12 per week;

(iii) in die geval van werknemers wie se voorgeskrewe loon R39,51 en meer per week is: R15,50 per week;

(b) vir 'n verdere tydperk van vyf weke—

(i) in die geval van werknemers wie se voorgeskrewe loon tot en met R28 per week is: R7,50 per week;

(ii) in die geval van werknemers wie se voorgeskrewe loon meer as R28 per week maar hoogstens R39,50 per week is: R10 per week;

(iii) in die geval van werknemers wie se voorgeskrewe loon R39,51 en meer per week is: R13 per week;

(c) for a further period of eight weeks—

- (i) in the case of employees whose prescribed wages are up to and including R28 per week: R6 per week;
- (ii) in the case of employees whose prescribed wages are over R28 per week but not more than R39,50 per week: R8 per week;
- (iii) in the case of employees whose prescribed wages are R39,51 and over per week: R10 per week.

The amounts set out above shall be paid to employees for a period not exceeding 16 weeks in any one year, but no payments shall be made for less than two consecutive working days' sickness, and after that period a doctor's certificate must be produced and forwarded to the Secretary of the Council, such certificate to set out the period of illness.

The Council may authorise the payment of amounts in excess of the above benefits in special cases approved by it.

An employee who is entitled to sick pay in terms of this clause shall be re-imbursed upon production of evidence of payment satisfactory to the Council, with an amount not exceeding R6 in respect of doctors' fees, only one such payment to be made to each member during any year ended 31 October.

Note.—(i) For the purposes of this clause, "sickness" means inability to work owing to any illness or injury other than illness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as sickness during any periods in respect of which no disablement payment is payable in terms of that Act.

Females who are to be confined and are not eligible for a confinement allowance under the Factories, Machinery and Building Work Act, 1941, and/or the Unemployment Insurance Act, 1966, shall be entitled to sick benefits under the Fund, as also females about to be confined who are required on medical advice to cease work prior to the prescribed date, as provided for in terms of the first-mentioned Act, such prior leave to be restricted to a maximum of four weeks and benefits allowed accordingly.

(ii) For the purposes of this subclause, "wages" exclude overtime or extra payment for night-shift.

(8) The payment of sick pay benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R100 and further payment shall not recommence until the amount standing to the credit of the Fund has reached the sum of R500: Provided that upon payment of benefits being resumed claims shall be met in the order in which they were received.

(9) An employee who is dismissed from his or her employment through shortage of work or any other reason deemed suitable in the opinion of the Council and not due to any fault of the employee, shall, if he or she becomes ill and subject to subclause (7) of this clause, be entitled to sick benefits during a period not exceeding 16 weeks from the time of his or her dismissal: Provided that he or she does not within that period obtain employment outside the Industry. After 16 weeks an employee shall be deemed to be out of the Industry, and shall have no further claim on the Sick Pay Benefit Fund, but if such employee obtains further employment in the Industry within 16 weeks, he or she shall be deemed to have been continuously employed in the Industry.

(10) (a) All administrative expenses shall be a charge upon the Fund.

(b) Funds surplus to the requirements of the Fund for expenses shall be invested in—

- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

(11) A public accountant or public accountants, who shall be appointed by the Council, shall audit the accounts of the Fund annually, but not later than 31 January of each year.

(c) vir 'n verdere tydperk van agt weke—

- (i) in die geval van werknemers wie se voorgeskrewe loon tot en met R28 per week is: R6 per week;
- (ii) in die geval van werknemers wie se voorgeskrewe loon meer as R28 per week maar hoogstens R39,50 per week is: R8 per week;
- (iii) in die geval van werknemers wie se voorgeskrewe loon R39,51 en meer per week is: R10 per week.

Die bedrae hierbo gemeld, word aan werknemers betaal vir 'n tydperk van hoogstens 16 weke in 'n bepaalde jaar, maar geen betaling geskied vir siekte wat korter as twee agtereenvolgende werkdade duur nie, en na daardie tydperk moet 'n doktersertifikaat voorgelê en gestuur word aan die Sekretaris van die Raad, en die duur van die siekte moet op sodanige sertifikaat gemeld word.

Die Raad kan in spesiale gevalle wat hy goedgekeur het, magtiging verleen vir die betaling van groter bedrae as die bystand hierbo genoem.

'n Werknemer wat geregtig is op siektebesoldiging ingevolge hierdie klousule moet by voorlegging van bewys van betaling wat vir die Raad bevredigend is, vergoed word met 'n bedrag van hoogstens R6 ten opsigte van doktersgelde. Slegs een sodanige betaling moet aan elke lid gemaak word gedurende enige jaar geëindig 31 Oktober.

Opmerking.—(i) Vir die toepassing van hierdie klousule, beteken "siekte" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, geag word siekte te wees slegs gedurende tydperke ten opsigte waarvan geen ongeskiktheidstoelae ingevolge daardie Wet betaalbaar is nie.

Verwagende vroue wat nie vir 'n bevallingstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en/of die Werkloosheidsversekeringswet, 1966, in aanmerking kom nie, is geregtig op siektebystand uit die Fonds, en dit geld ook vir vroue wat op die punt staan om 'n bevalling te hê en wat op mediese advies moet ophou werk voor die voorgeskrewe datum soos bepaal in eersgenoemde Wet en sodanige vroeër verlof word beperk tot 'n maksimum van vier weke en bystand word dienooreenkomstig verleen.

(ii) Vir die toepassing van hierdie subklousule omvat "loon" nie besoldiging vir oortydwerk of ekstra betaling vir 'n nagskof nie.

(8) Wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R100 daal, moet die betaling van siektebystand opgeskort word, en verdere betalings moet nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan R500 bereik het: Met dien verstande dat wanneer die betaling van bystand hervat word, eise betaal moet word in die volgorde waarin hulle ontvang is.

(9) 'n Werknemer wat uit sy of haar betrekking ontslaan word as gevolg van 'n tekort aan werk of om 'n ander rede wat na die mening van die Raad gegrond is, en nie as gevolg van 'n fout van die werknemer nie, is, as hy of sy siek word, behoudens subklousule (7) van hierdie klousule, op siektebystand geregtig vir 'n tydperk van hoogstens 16 weke vanaf die datum van sy of haar ontslag: Met dien verstande dat hy of sy nie binne daardie tydperk werk buite die Beskuitnywerheid kry nie. Na 16 weke word 'n werknemer geag uit die Nywerheid te wees, en het hy of sy geen verdere eis teen die siektebystandfonds nie, maar indien sodanige werknemer binne 16 weke weer werk in die Beskuitnywerheid kry, word hy of sy geag ononderbroke in die Nywerheid werk-saam te gewees het.

(10) (a) Alle administrasiekoste word teen die Fonds in rekening gebring.

(b) Wanneer die Siektebystandfonds oor meer geld beskik as wat nodig is vir die bestryding van onkoste, moet sodanige geld belê word in—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Poskantoor spaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;

of op enige ander manier wat die Registrateur goedgekeur.

(11) 'n Openbare rekenmeester of openbare rekenmeesters wat deur die Raad aangestel moet word, moet die rekenings van die Fonds jaarliks, maar voor of op 31 Januarie elke jaar, ouditeer.

The audited statement shall thereafter lie for inspection at the head office of the Council and a copy of such audited statement shall be sent to the secretary of the employers' organisation, to the secretary of the trade union and to the Secretary for Labour within three months of the close of the period covered thereby.

(12) The Council shall make rules and regulations for the proper administration of the Fund. A copy of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(13) The Council shall be the body responsible for the administration of the Fund and if this Agreement expires by effluxion of time, the Council shall continue to administer the Fund in the manner provided for in this Agreement and the rules until all funds are exhausted or until a new agreement is negotiated in which event any balance shall be transferred to any new fund created in terms thereof.

(14) (a) Whenever the Agreement has expired and the Council—

- (i) for any reason ceases to function; or
- (ii) fails to negotiate a new agreement within the period of one year from the date of expiry of this Agreement; or
- (iii) is for any other reason unable or unwilling to continue the administration of the Fund;

the Fund shall be wound up by the firm of Cape Town Board of Executors.

(b) In the event of the Council ceasing to function during any period during which this Agreement remains binding in terms of section 34 (2) of the Industrial Conciliation Act, 1956, the said Board of Executors shall administer the Fund in accordance with the provisions of the Agreement and the rules of the Council until the Agreement expires, when the Fund shall be liquidated.

(c) In the event of the said Board of Executors no longer existing or being unable or unwilling to act, the Industrial Registrar may appoint a management committee to carry out the duties of the said Board of Executors, and such committee shall consist of an equal number of employers and employees in the Industry. Any vacancy occurring on the committee may be filled by the Registrar from the employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon, the Registrar may appoint a trustee or trustees to carry out the duties of the committee.

(d) (i) On liquidation of the Fund all debts to the Fund shall be collected and all claims due shall be paid.

(ii) Subject to subparagraph (i) any balance, after all administrative and other expenses have been paid, shall be paid to the National Union of Operative Biscuit Makers and Packers of South Africa, or if the Union no longer exists, to the South African Red Cross Society: Provided that if the balance exceeds R300, two-thirds thereof shall be disposed of as aforesaid and the remaining one-third as laid down in section 34 (4) (b) of the Act, as if it forms part of the general funds of the Council.

11. SICK LEAVE

(1) An employer shall grant to those of his employees who are not participants in the Fund provided for in clause 10, who, after one month of employment with him, are absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 10 work days;

(b) in the case of every other employee, not less than 12 work days;

sick leave in aggregate during any 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that—

(i) 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 of more than three consecutive calendar days,

Die geouditeerde staat moet daarna ter insae lê op die hoofkantoor van die Raad, en 'n afskrif van so 'n geouditeerde staat moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die sekretaris van die werkgewersorganisasie, die sekretaris van die vakvereniging en die Sekretaris van Arbeid gestuur word.

(12) Die Raad moet reëls en regulasies vir die behoorlike administrasie van die Fonds opstel. 'n Kopie van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(13) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Fonds, en as hierdie Ooreenkoms verval deur verloop van tyd, moet die Raad aanhou om die Fonds op die wyse in hierdie Ooreenkoms en in die reëls voorgeskryf, te administreer totdat alle fondse uitgeput is of totdat 'n nuwe ooreenkoms aangegaan is. In laasgenoemde geval moet alle saldo's oorgedra word na die nuwe fonds wat ingevolge daarvan geskep is.

(14) (a) Wanneer hierdie Ooreenkoms verstryk het en die Raad—

- (i) om die een of ander rede ophou om te funksioneer; of
- (ii) versuim om 'n nuwe ooreenkoms aan te gaan binne 'n tydperk van een jaar vanaf die verstrykingsdatum van hierdie Ooreenkoms; of
- (iii) om 'n ander rede nie in staat is nie of onwillig is om die administrasie van die Fonds voort te sit;

moet die Fonds deur die firma Cape Town Board of Executors gelikwideer word.

(b) Ingeval die Raad ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend bly ingevolge artikel 34 (2) van die Wet op Nywerheidsversoeniging, 1956, moet genoemde eksekuteurskamer die Fonds ooreenkomsdig die Ooreenkoms en die reëls van die Raad administreer totdat die Ooreenkoms verval, en die Fonds moet dan gelikwideer word.

(c) Ingeval genoemde eksekuteurskamer nie meer bestaan nie of nie in staat is nie of onwillig is om op te tree, kan die Nywerheidsregistrator 'n bestuurskomitee aanstel om die pligte van genoemde eksekuteurskamer uit te voer, en sodanige komitee moet bestaan uit 'n gelyke getal werkgewers en werknemers in die Nywerheid. Alle vakatures wat in die komitee ontstaan, kan deur die Nywerheidsregistrator uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat die ledetal van die komitee uit eweveel verteenwoordigers en plaasvervangers van die werkgewers en die werknemers bestaan. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer, of ingeval die komitee voor 'n dooie punt te staan kom, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die komitee uit te voer.

(d) (i) By die likwidasië van die Fonds moet alle skulde aan die Fonds ingevorder en alle geld wat as gevolg van eise verskuldig is, betaal word.

(ii) Behoudens subparagraaf (i), moet enige saldo, nadat alle administrasie- en ander koste betaal is, aan die National Union of Operative Biscuit Makers and Packers of South Africa of, indien dié Vereniging nie meer bestaan nie, aan die Suid-Afrikaanse Rooikruisvereniging betaal word: Met dien verstande dat as die saldo meer as R300 is, twee derdes daarvan bestee moet word soos voorheen gemeld en die oorblywende een derde soos bepaal in artikel 34 (4) (b) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

11. SIEKTEVERLOF

(1) 'n Werkgewer moet aan daardie werknemers van hom wat nie deel neem in die Fonds waarvoor daar in klousule 10 voorsiening gemaak word nie, en wat na een maand diens by hom van die werk afwesig is as gevolg van ongeskiktheid, siekteverlof toestaan van—

(a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdag;

(b) in die geval van enige ander werknemer, altesaam minstens 12 werkdag;

gedurende 12 agtereenvolgende maande diens by hom, en moet so 'n werknemer ten opsigte van 'n tydperk van afwesigheid as gevolg hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk sou gewerk het: Met dien verstande dat—

(i) 'n werkgewer as 'n opskortende voorwaarde vir die uitbetaling, deur hom, van 'n bedrag wat 'n werknemer ooreenkomsdig hierdie klousules ten opsigte van afwesigheid van sy werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer kan vereis om 'n

require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;

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

(iii) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) For the purposes of this clause, the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 9;

(ii) on the instruction or at the request of his employer;

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

(iv) whilst undergoing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the period referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military service referred to in subparagraph (iv) undergone in that year;

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

12. TERMINATION OF EMPLOYMENT

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment shall give—

(a) during the first week of employment not less than 24 hours'; and

(b) thereafter not less than seven calendar days';

notice to terminate the contract.

(2) Notwithstanding the provisions of subclause (1), an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(a) in the case of 24 hours' notice, the equivalent of the daily wage which the employee is receiving at the date of such termination;

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

Provided that this shall not affect—

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

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

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

Provided further that, where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the date of such termination" shall be deemed to mean "would have received at the date of such termination if no such deductions had been made in respect of short-time".

(3) Where there is an agreement in terms of subclause (2) (b) (ii) the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(4) The period of notice prescribed in subclause (1) shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 9 or any period of military service, and an employer is not permitted to discharge an employee whilst he is in receipt of sick pay in terms of clause 10 or clause 11.

sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid gemeld word;

(ii) indien 'n werkgewer regtens verplig word om die gelde vir die hospitalisasie of mediese behandeling van 'n werknemer te betaal, en hy sodanige gelde betaal, die bedrag aldus betaal, afgetrek kan word van die betaling verskuldig ten opsigte van afwesigheid as gevolg van ongeskiktheid ooreenkomstig hierdie klousule;

(iii) indien 'n werkgewer ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, deur enige ander wet verplig word om 'n werknemer se volle loon te betaal, hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waartydens 'n werknemer afwesig is—

(i) met verlof ooreenkomstig klousule 9;

(ii) in opdrag of op versoek van sy werkgewer;

(iii) met siekteverlof ooreenkomstig subklousule (1);

(iv) terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan;

en wat in enige jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van 'n tydperk van militêre diens in subparagraaf (iv) bedoel wat in daardie jaar ondergaan is;

(b) beteken "ongeskiktheid" onvermoë om te werk as gevolg van enige siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid geag word gedurende 'n tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

12. DIENSBEÏNDIGING

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste week diens minstens 24 uur; en

(b) daarna minstens sewe kalenderdae;

vooraf kennis van die beëindiging van die kontrak gee.

(2) Ondanks subklousule (1), kan 'n werkgewer of werknemer die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing minstens onderstaande aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(a) In die geval van 24 uur kennisgewing, 'n bedrag gelykstaande met die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(b) in die geval van 'n week kennisgewing, 'n bedrag gelykstaande met die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing op te sê om enige rede wat regtens as genoegsaam beskou word;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat by enige wet van toepassing mag wees op 'n werknemer wat dros:

Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van beëindiging deur aftrekkings ten opsigte van korttyd verminder is die uitdrukking "wat die werknemer ten tyde van sodanige beëindiging ontvang" geag word die volgende te beteken: "wat die werknemer ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(3) Waar daar 'n ooreenkoms ingevolge subklousule (2) (b) (ii) is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor ooreengekom is.

(4) Die kennisgewingstermyn voorgeskryf in subklousule (1) mag nie saamval nie met en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat toegestaan is ooreenkomstig klousule 9, of met enige tydperk waartydens hy militêre diens ondergaan nie, en 'n werkgewer mag nie 'n werknemer ontslaan terwyl hy siektebetaling ooreenkomstig klousule 10 of 11 ontvang nie.

(5) Notwithstanding anything to the contrary in this Agreement, should the money owing by an employer to an employee by way of wages, be insufficient to meet the full amount of the forfeiture referred to in subclauses (1) and (3), the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purposes of this subclause, any payment which may be due to an employee in terms of clause 9 of this Agreement, shall also be regarded as benefit in the process of accrual.

13. RESUMPTION OF EMPLOYMENT

A packer or factory operative who has left his or her employment in the Industry shall, on re-employment in the same occupation, be paid at the same rate of wages as he or she was receiving when his or her employment terminated: Provided that any such employee who is re-employed in the Industry after an absence of 12 to 24 consecutive months, shall be paid the wage applicable to one notch below the wage he or she was receiving on the termination of his or her employment and after an absence of more than 24 consecutive months, at two notches below such wage or the commencing wage prescribed for a packer or factory operative in the case of an employee who was entitled only to the commencing wage when he left the Industry.

14. CERTIFICATE OF SERVICE

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing—

- (1) full name of the employer;
- (2) full name of the employee;
- (3) nature of employment (i.e. occupation in which employed);
- (4) date of commencement of employment;
- (5) date of termination of employment;
- (6) rate of remuneration at the date of termination of employment;
- (7) date on which the certificate is issued.

A copy of each certificate shall be forwarded to the Secretary of the Council within 14 days.

15. TIME AND WAGES REGISTER

Every employer shall keep in respect of all employees, records of wages paid, time worked and payment made for overtime, in accordance with the regulations under Act 28 of 1956 and Act 22 of 1941.

16. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council of its own accord, or on the recommendation of a local committee, may grant exemption from any of the provisions of this Agreement for any reason deemed by it as good and sufficient.

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

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

- (a) the full name of the person concerned or in the case of a general exemption the number of persons to whom the exemption applies;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Council shall—

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

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, indien die geld wat 'n werkgewer aan 'n werknemer as loon verskuldig is onvoldoende is om die volle verbeurde bedrag te dek wat in subklousules (1) en (3) bedoel, mag die werkgewer sodanige bedrag agterhou uit ander bystand (indien daar is) wat opgeloopt het vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak. Vir die toepassing van hierdie subklousule word enige betaling, wat ingevolge klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook gereken as bystand wat ooploop.

13. HERINDIENSNEMING

'n Verpakker of fabriekswerker wat sy of haar diens in die Nywerheid verlaat het, moet by herindiensneming in dieselfde beroep dieselfde loon betaal word wat hy of sy ontvang het toe sy of haar diens beëindig is: Met dien verstande dat enige sodanige werknemer wat na 'n afwesigheid van 12 tot 24 agtereenvolgende maande weer in die Nywerheid in diens geneem word die loon betaal moet word wat van toepassing is op een kerf laer as die loon wat hy of sy ontvang het by sy of haar diensbeëindiging en na 'n afwesigheid van meer as 24 agtereenvolgende maande, op twee kerwe laer as sodanige loon, of die aanvangsloon wat voorgeskryf is vir 'n verpakker of fabriekswerker in die geval van 'n werknemer wat slegs geregtig was op die aanvangsloon toe hy die Nywerheid verlaat het.

14. DIENSSERTIFIKAAT

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgewer by beëindiging van die dienskontrak van sodanige werknemer hom van 'n dienssertifikaat voorsien wat die volgende aandui:

- (1) Die volle naam van die werkgewer;
- (2) die volle naam van die werknemer;
- (3) aard van diens (d.w.s. die beroep waarhy hy in diens was);
- (4) aanvangsdatum van diens;
- (5) datum van beëindiging van diens;
- (6) loonskaal ten tyde van diensbeëindiging;
- (7) datum waarop die sertifikaat uitgereik is.

'n Kopie van elke sertifikaat moet binne 14 dae aan die Sekretaris van die Raad gestuur word.

15. TYD- EN LOONREGISTER

Elke werkgewer moet ten opsigte van al sy werknemers aantekening hou van lone betaal, tyd gewerk en betaling vir oortydwerk, ooreenkomstig die regulasies ingevolge Wet 28 van 1956 en Wet 22 van 1941.

16. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad uit eie beweging, of op aanbeveling van 'n plaaslike komitee, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms om enige rede wat hy geldig en voldoende ag.

(2) Die Raad moet ten opsigte van enige persoon of getal persone aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word, en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit wenslik ag, na een week skriftelike kennisgewing aan die betrokke werkgewer of werknemer, enige vrystellingsertifikaat kan onttrek of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

- (a) Die volle naam van die betrokke persoon of, in die geval van 'n algemene vrystelling, die getal persone op wie die vrystelling van toepassing is;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes gestel ooreenkomstig subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Raad moet—

- (a) alle uitgereikte sertifikate in volgorde nummer;
- (b) 'n kopie van elke uitgereikte sertifikaat bewaar;
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

17. GENERAL

(1) Seats with suitable back-rests shall be provided for female employees and permission shall be given to such employees to sit whenever possible.

(2) Boiling water shall be supplied to all employees required same at meal intervals.

(3) No individual female employee shall be required or allowed to lift masses above 14 kilograms.

18. EXPENSES OF THE COUNCIL

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

An employer shall deduct from the wages of each of his employees to whom this Agreement applies 4c per week. To the amount so deducted the employer shall add a like amount and forward, month by month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

This clause shall not apply to any employee in receipt of less than R3,60 per week.

19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

20. INTERPRETATION OF AGREEMENT

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

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

21. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of the Agreement in both official languages.

22. TRADE UNION SUBSCRIPTIONS

The subscriptions payable to the trade union shall be deducted by each employer weekly from the wages of each member of the trade union. The total amounts thus collected shall be paid over to the secretary of the local branch of the trade union.

23. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of employers and employees who are members of the employers' organisation and trade union respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

24. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

Signed at Cape Town on behalf of the parties this 3rd day of August 1978.

L. N. B. HEILBRON, Chairman.

A. SOLOMON, Vice-Chairman.

J. D. F. COLINESE, Secretary.

No. R. 2073

20 October 1978

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941**

**BISCUIT MANUFACTURING INDUSTRY,
REPUBLIC OF SOUTH AFRICA**

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

17. ALGEMEEN

(1) Sitplekke met geskikte rugleunings moet vir vroulike werknemers verskaf word, en sodanige werknemers moet toestemming verleen word om te sit wanneer dit moontlik is.

(2) Kookwater moet verskaf word aan alle werknemers wat dit tydens etenspouses verlang.

(3) Van geen individuele vroulike werknemer mag vereis word om massas op te tel wat swaarder as 14 kilogram is nie en sy mag ook nie toegelaat word om dit te doen nie.

18. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad moet op die volgende wyse bestry word:

'n Werkgewer moet van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 4c per week aftrek. By die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maandeliks aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

Hierdie klousule is nie van toepassing op enige werknemer wat minder as R3,60 per week ontvang nie.

19. VAKVERENIGINGSVERTEENWOORDIGERS IN DIE RAAD

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

20. VERTOLKING VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan beslissings uitvaardig vir die leiding van werkgewers en werknemers so lank hulle nie in stryd is met die bepalings hiervan nie.

(2) Enige geskil wat uit die vertolking van enigeen van die bepalings van hierdie Ooreenkoms mag voortspruit, moet na die Raad verwys word.

21. VERTONING VAN OOREENKOMS

Elke werkgewer moet in sy bedryfsinrigting op 'n opvallende plek waartoe sy werknemers maklik toegang het, 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

22. LEDEGELD VAN VAKVERENIGING

Die ledegeld wat aan die vakvereniging betaalbaar is, moet weekliks deur elke werkgewer afgetrek word van die loon van elke lid van die vakvereniging. Die totale bedrae wat aldus ingevorder is, moet oorbetal word aan die sekretaris van die plaaslike tak van die vakvereniging.

23. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms en dit is die plig van werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging om dié agente toe te laat om sodanige navraag te doen en sodanige boeke en/of dokumente te ondersoek en om diegene te ondervra wat vir hierdie doel nodig mag wees.

24. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgewer mag enigiemand onder die leeftyd van 15 jaar indiens hê nie.

Namens die partye op hede die 3de dag van Augustus 1978 in Kaapstad onderteken.

L. N. B. HEILBRON, Voorsitter.

A. SOLOMON, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris.

No. R. 2073

20 Oktober 1978

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941**

**BESKUITNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

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

relating to the Biscuit Manufacturing Industry, published under Government Notice R. 2073 of 20 October 1978, 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 1 November 1978 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.

in verband met die Beskuitnywerheid, gepubliseer by Goewermentskennisgewing R. 2073 van 20 Oktober 1978, 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 1 November 1978 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.

S. P. BOTHA, Minister van Arbeid.

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