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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2073

21 September 1984

WET OP ARBEIDSVERHOUDINGE, 1956

BAK- EN BANKETNYWERHEID (PRETORIA).—
OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 18 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir alle ander werkers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BAK- EN BANKETNYWERHEID
(PRETORIA)

OOREENKOMS

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

Pretoria Master Bakers' Association

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2073

21 September 1984

LABOUR RELATIONS ACT, 1956

BAKING AND CONFECTIONERY INDUSTRY
(PRETORIA).—AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 18 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BAKING AND CONFECTION-
ERY INDUSTRY (PRETORIA)

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Pretoria Master Bakers' Association

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

Pretoria Baknywerheidsvereniging

en die

Pretoria Baking and Confectionery Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrostdistrik Pretoria (uitgesonderd die plaas Geelbeks-vlei 345), maar met inbegrip van daardie gedeeltes van die landdrostdistrikte Cullinan, Kempton Park en Randburg wat ingevolge onderskeidelik Goewernementskennisgewings 970 van 30 Mei 1968, 1618 van 2 Oktober 1970 en 2152 van 22 November 1974 van die landdrostdistrik Pretoria oorgeplaas is en in die landdrostdistrik Wonderboom.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet bepaal, en bly van krag tot 31 Desember 1985 of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

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

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

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

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

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

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

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

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

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

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

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

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

"afleweringswerknemer" 'n werknemer wat brood, banket, briewe of ander artikels of boodsappe vanaf 'n bedryfsinrigting aflewer, anders as met 'n motorvoertuig, wat kontant kan vorder in die geval van k.b.a.-verkope en skriftelike bestellings aanvaar en wat verantwoordelik is vir goedere geneem en kontant ontvang maar wat nie brood of banket mag verkoop of bestellings werf nie;

Pretoria Baknywerheidsvereniging

and the

Pretoria Baking and Confectionery Employees' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation until 31 December 1985 such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

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

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

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

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

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

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

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

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

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

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

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

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

"delivery employee" means an employee who is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment otherwise than by means of a motor vehicle, who may collect cash in the case of C.O.D. sales and accept written orders and who is responsible for goods taken out and cash received but who does not sell bread or confectionery or canvas for orders;

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

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

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

(a) vergesel van en onder toesig van 'n verkoper; en/of

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

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

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

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

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

"fabrieksklerk" 'n werknemer wat betrokke is by die uitvoering van een of meer van die volgende pligte:

(a) Telefoniese bestellings van klante neem of fakture voorberei;

(b) besonderhede nagaan of boekstaaf van goedere wat ontvang of uitgereik is en voorraadyste hou;

(c) fabrieksdokumente liasseer of sorteer of aandag daaraan op 'n ander wyse bestee;

(d) 'n optelmasjien bedien by die uitvoering van sy pligte as fabrieksklerk;

(e) goedere of uitrusting in 'n gereedskapkamer ontvang of uitreik en besonderhede van sodanige ontvangstes en uitreikings aanteken;

(f) lotnommers en die inhoud of verwysingsnommers van kartonne, houers of pakette boekstaaf;

(g) lyste maak van produksiesyfers;

(h) kaartjies of etikette stempel of uitskryf;

(i) toesig hou oor die aflaai van goedere;

(j) voorraadkaarte opskryf;

(k) versendings- of afleweringnotas of verpakkingstrookies uitskryf;

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

"algemene werker" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende of soortgelyke werksaamhede verrig:

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

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

(c) draborde, panne, kiste, blikke, masjiene, gerei, vlampepe, skoorstene of roetkaste smeer of vir gebruik voorberei, was of skoonmaak;

(d) brandstof na oonde dra of dit daarin voer of as verwyder;

(e) voltooid produkte in rakke, dose of voertuie laai of daaruit aflaai;

(f) neut, vrugte en/of eiers skoonmaak, sorteer, kraak, maal of ontpit;

(g) brood en/of banket toedraai, afsonderlike artikels dra en/of hulle in draborde of ander houers verpak;

(h) blikke en/of stukke deeg van etikette voorsien;

(i) vleis met die hand en/of 'n vleismol opskyf;

(j) mure of bouwerk afwit;

(k) tee, koffie of dergelyke drankke maak;

(l) hout- of kartonhouers inmeekaarsit;

(m) beskermende klere herstel, was en stryk;

(n) oonde laai en ontlai;

(o) vooraf gevormde stukke deeg in blikke of op bakplate plaas;

(p) deeg in vulbakke van outomatiese verdelers plaas;

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

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

(b) deeg met die hand afknie of terugvou;

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

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

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

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

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

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

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

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

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

"factory clerk" means an employee who is engaged in performing one or more of the following duties:

(a) Accepting telephonic orders from customers or preparing invoices;

(b) checking or recording particulars of goods received or issued, or keeping stock records;

(c) filing, sorting or otherwise attending to factory documents;

(d) operating an adding machine in the course of his duties as a factory clerk;

(e) receiving or issuing goods or equipment in a tool room and recording particulars of such receipts or issues;

(f) recording batch numbers, contents or reference numbers of cartons, containers or packages;

(g) scheduling production figures;

(h) stamping or writing tickets or labels;

(i) supervising the off-loading of goods;

(j) writing up stock cards;

(k) writing out consignment or delivery notes or packing slips;

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

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

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

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

(c) greasing or preparing for use, washing or cleaning trays, pans, boxes, tins, machines, utensils, flues, smoke stacks or soot boxes;

(d) carrying or feeding fuel to furnaces or removing ashes;

(e) loading or unloading finished products in racks, boxes or vehicles;

(f) cleaning, sorting, cracking, grinding or stoning nuts, fruit and/or eggs;

(g) wrapping bread and/or confectionery, carrying individual articles and/or packing them into trays or other containers;

(h) labelling tins and/or dough pieces;

(i) cutting up meat by hand and/or mincing machine;

(j) lime-washing walls or structures;

(k) making tea, coffee or similar beverages;

(l) assembling wooden or cardboard containers;

(m) repairing, washing and ironing protective clothing;

(n) loading and unloading ovens;

(o) placing pre-moulded dough pieces into tins or on baking sheets;

(p) putting dough into hoppers of automatic dividers;

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

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

(b) cutting or knocking back dough by hand;

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

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

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

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

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

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

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

"faktotum" 'n werknemer wat betrokke is by die versiering van of wat klein herstelwerk of verstellings doen aan masjinerie, uitrusting of voertuie, wat klein herstelwerk of opknappings aan geboue doen en wat hulp kan verleen maar wat nie werk verrig wat normaalweg deur 'n ambagsman gedoen word nie;

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

"inspekteur" 'n werknemer wat toesig hou oor die werksaamhede van twee of meer verkopers en/of drywers;

"handelaarsverteenvoerder" 'n werknemer wat klante besoek in verband met promosies, verkope en uitstallings en wat daarbenewens ook bestellings kan neem vir die verskaffing van goedere;

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

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

"veiligheidswag" 'n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak;

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

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

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

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

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

4. LONE

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

(a) Ander werknemers as los werknemers:

	Per week R
Voorman	132,00
Bakker	92,00
Banketbakker	92,00
Assistent graad I	59,00
Assistent graad II	50,00
Algemene werker	45,00
Verkoper	70,00
Magasynmeester of versendingsklerk	90,00
Bestelwa-assistent	45,00
Drywer	65,00
Veiligheidswag	56,00
Ketelbediener	56,00
Inspekteur	120,00
Faktotum	65,00
Fabrieksklerk	65,00
Werknemer nie vermeld nie	56,00
Afleweringswerknemer	56,00
Handelaarsverteenvoerder	120,00

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

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

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

"handyman" means an employee who is engaged in servicing or making minor repairs or adjustments to machinery, equipment or vehicles, who may effect minor repairs or renovations to buildings and who may assist but does not do work normally performed by an artisan;

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

"inspector" means an employee who is engaged in supervising the work of two or more salesmen and/or drivers;

"merchandiser" means an employee who visits customers in connection with promotions, sales and displays and who may in addition take orders for the supply of goods;

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

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

"security guard" means an employee engaged in guarding premises, buildings, gates, vehicles or other property;

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

"storeman" means an employee who takes charge of, receives and/or issues the materials or articles used in an establishment in baking, as herein defined, and/or for making confectionery;

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

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

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

4. WAGES

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

(a) Employees other than casual employees:

	Per week R
Foreman	132,00
Baker	92,00
Confectioner	92,00
Grade I assistant	59,00
Grade II assistant	50,00
General worker	45,00
Salesman	70,00
Storeman or despatch clerk	90,00
Van assistant	45,00
Driver	65,00
Security guard	56,00
Boiler attendant	56,00
Inspector	120,00
Handyman	65,00
Factory clerk	65,00
Employee not specified	56,00
Delivery employee	56,00
Merchandiser	120,00

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

(c) Die minimum loon betaalbaar aan 'n werknemer nie elders in klousule 4 (1) (a) uitdruklik bedoel nie, moet betaal word ooreenkomstig die tarief gespesifiseer onder "werknemer nie vermeld nie" in klousule 4 (1) (a).

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens subklousule (3) en klousule 5 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure in klousule 7 (1) voorgeskryf, of minder gewerk het.

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

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

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

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

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

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

Met dien verstande dat—

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

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

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

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

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

5. BETALING VAN BESOLDIGING

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

- Die naam van die werkgewer;
- die naam van die werknemer;
- die getal gewone werke deur die werknemer gewerk;
- die getal ure deur die werknemer oortyd gewerk;
- die getal ure op 'n Sondag gewerk;
- die loon van die werknemer;
- besonderhede van ander besoldiging wat uit die werknemer se diens voortspuit;
- besonderhede van die bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied.

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

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

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

(c) The minimum wage payable to an employee not elsewhere specifically referred to in clause 4 (1) (a) shall be paid in accordance with the rate specified under "Employee not specified" in clause 4 (1) (a).

(2) *Basis of contract.*—For the purposes of this clause, the basis of a contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in subclause (3) and clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 7 (1) or less.

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

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

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

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

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

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

Provided that—

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

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

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

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

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than a casual employee.*—Save as provided in clause 11 (2), any amount due to an employee other than a casual employee shall be paid in cash weekly, or if the employer and his employee have agreed thereto, in writing, monthly, during the ordinary hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name;
- the number of ordinary hours worked by employee;
- the number of overtime hours worked by employee;
- the number of hours worked on a Sunday;
- the employee's wage;
- details of any other remuneration arising out of the employee's employment;
- details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made.

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

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

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

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

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

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

(b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, siekte-, verskerings- of pensioenfondse;

(c) heffings ingevolge klousule 16 van hierdie Ooreenkoms;

(d) bedrae wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(e) bedrae wat ingevolge klousule 21 (1) van hierdie Ooreenkoms afgetrek moet word;

(f) met die skriftelike toestemming van 'n verkoper, drywer, bestelwa-assistent en afleweringswerknemer, die bedrag van 'n tekort in die kontant, brood, banket of die waarde van koepens waarvoor hy verantwoordelik is: Met dien verstande dat 'n aftrekking ooreenkomstig hierdie paragraaf nie meebring dat die werknemer minder as die helfte van die totale besoldiging wat aan sodanige werknemer verskuldig is, ontvang nie;

(g) met die skriftelike toestemming van sy werknemer, die bedrag vir kontant wat deur die werkgewer voorgeskiets of goedere wat van die werkgewer gekoop is: Met dien verstande dat sodanige aftrekking hoogstens een derde mag wees van die totale besoldiging wat aan sodanige werknemer verskuldig is;

(h) wanneer 'n werknemer daartoe instem of daar ingevolge Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
	R	R
Kos.....	1,65	7,15
Inwoning.....	0,85	3,68
Kos en inwoning.....	2,50	10,83

6. GETALVERHOUDING

(1) In 'n bedryfsinrigting moet minstens een voorman of bakker of banketbakker op elke skof in diens wees voordat assistente graad I in diens geneem mag word.

(2) Vir elke voorman of bakker of banketbakker wat in diens is, mag een vakleerling in diens geneem word.

(3) 'n Bakker wat ook die werk van 'n banketbakker verrig en 'n banketbakker wat ook die werk van 'n bakker verrig, kan as of 'n bakker of 'n banketbakker gereken word maar nie as beide nie.

(4) Vir die toepassing van hierdie klousule kan 'n werkgewer wat op 'n skof uitsluitlik die pligte van 'n voorman verrig, as 'n voorman geag word: Met dien verstande dat hy sy naam in die tyd- en loonregister laat plaas het asook die beroep wat hy beoefen daarin laat opteken het.

(5) 'n Verkoper mag nie in beheer geplaas word van of toesig hê oor meer as een bestelwa nie.

(6) Vir elke voorman of bakker of banketbakker wat in diens is, mag hoogstens vier assistente graad I in diens geneem word.

(7) Vir elke voorman of bakker of banketbakker of assistent graad I wat in diens is, mag hoogstens twee assistente graad II in diens geneem word.

(8) Geen leerling, vakleerling, assistent graad I of assistent graad II mag in beheer van 'n skof wees nie.

(9) Hierdie klousule is van toepassing op 'n bedryfsinrigting as geheel, ongeag of die werknemers brood en/of banket vervaardig.

7. WERKURE EN OORTYDWERK

(1) *Gewone werkure.*—(a) Die gewone werkure van verkopers, bestelwa-assistente, drywers en ander werknemers wat slegs afleweringswerk doen, uitgesonderd los werknemers, is hoogstens—

(i) 50 uur in 'n week;

(ii) 10 uur op 'n dag tussen 06h00 en 17h00: Met dien verstande dat die perk van 50 uur per week nie oorskry word nie.

(b) Vir alle werknemers, uitgesonderd wagte, los werknemers en diegene in subklousule (1) (a) van hierdie klousule omskryf, is die gewone werkure hoogstens 46 uur in 'n bepaalde week van hoogstens ses werkdade en sodanige werknemers moet elke week 'n vry periode van minstens 24 agtereenvolgende ure toegestaan word, welke periode duidelik in die loonregister of sodanige ander staat wat deur 'n inspekteur gemagtig word,

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

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

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

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

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

(c) levies in terms of clause 16 of this Agreement;

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

(e) deductions in terms of clause 21 (1) of this Agreement;

(f) with the written consent of a salesman, driver, van assistant and any delivery employee, a deduction of the amount of any deficiency in the cash, bread, confectionery or the value of coupons for which he is responsible: Provided that the making of a deduction in terms of this paragraph shall not cause the employee to receive less than half the total remuneration due to such employee;

(g) with the written consent of his employee, a deduction for cash advanced by the employer or goods purchased from the employer: Provided that such deduction shall not exceed one third of the total remuneration due to such employee;

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

	Per week	Per month
	R	R
Board.....	1,65	7,15
Lodging.....	0,85	3,68
Board and lodging.....	2,50	10,83

6. PROPORTION OR RATIO

(1) In any establishment not less than one foreman or baker or confectioner shall be employed upon every shift before Grade I assistants may be employed.

(2) For every foreman or baker or confectioner employed one apprentice may be employed.

(3) A baker who also does the work of a confectioner and a confectioner who also does the work of a baker may be reckoned as either a baker or a confectioner, but not as both.

(4) For the purposes of this clause, an employer who on any shift is wholly engaged in performing duties of a foreman, may be deemed to be a foreman: Provided that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged.

(5) A salesman may not be in charge of or have supervision over more than one van.

(6) For every foreman or baker or confectioner employed not more than four Grade I assistants may be employed.

(7) For every foreman or baker or confectioner or Grade I assistant employed not more than two Grade II assistants may be employed.

(8) No learner, apprentice, Grade I assistant or Grade II assistant shall be in control of a shift.

(9) The provisions of this clause shall apply to an establishment as a whole, irrespective of whether employees are engaged in the manufacture of bread and/or confectionery.

7. HOURS OF WORK AND OVERTIME

(1) *Ordinary hours of work.*—(a) The ordinary hours of work of salesmen, van assistants, drivers and other employees employed exclusively in delivery work, excluding casual employees, shall not exceed—

(i) 50 hours in any week;

(ii) 10 hours on any day between the hours of 06h00 and 17h00: Provided that the weekly limit of 50 hours be not exceeded.

(b) For all employees, other than watchmen, casual employees and those specified in subclause (1) (a) of this clause, the ordinary hours of work shall not exceed 46 hours in any one week of not more than six working days and such employees shall be granted a free period each week of not less than 24 consecutive hours, which period shall be clearly indicated in

aangedui moet word, en geen werk mag gewoonweg gedurende sodanige periode gedoen word nie; ook mag geen tyd gedurende sodanige periode gewerk, in aanmerking geneem word by die berekening, vir die toepassing van hierdie klousule, van die getal ure wat sodanige werknemer gewerk het nie. Die gewone daaglikse werkure van werknemers moet agtereenvolgend wees behalwe 'n ononderbroke etenspouse soos uiteengesit in subklousule (3), en is hoogstens—

(i) in die geval van 'n bedryfsinrigting wat ses dae per week werk, agt uur op 'n dag, tensy daar op een dag hoogstens vyf uur gewerk word, in welke geval daar op die ander dae hoogstens agt en 'n half uur op 'n dag gewerk mag word;

(ii) in die geval van 'n bedryfsinrigting wat vyf dae per week werk, nege en 'n kwart uur op 'n dag.

(c) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone ure as nege en 'n kwart op 'n dag te werk nie.

(2) (a) Geen bestelwa of ander voertuig wat 'n werkgewer besit, huur of gebruik en wat brood en/of banket bevat, mag die bedryfsinrigting van 'n werkgewer verlaat, en geen werkgewer of werknemer mag die bedryfsinrigting van 'n werkgewer met brood en/of banket vóór 05h30 op enige dag van Maandag tot en met Vrydag en 05h00 op Saterdag en op enige dag vóór 'n openbare vakansiedag verlaat nie, en elke bestelwa of ander voertuig van 'n werkgewer moet terugkeer na die bedryfsinrigting of die plek waar die bestelwa of ander voertuig gewoonlik gestal word, en elke werkgewer en/of werknemer wat te doen het met die aflewering en/of vervoer van brood en/of banket moet terugkeer na die werkgewer se bedryfsinrigting of die plek waar die bestelwa of ander voertuig waarmee hy werk gewoonlik gestal word, nie later nie as 17h00 op enige dag van Maandag tot en met Vrydag, en 18h00 op Saterdag en enige dag vóór 'n openbare vakansiedag, tensy die terugkeer van sodanige bestelwa of ander voertuig of van enige werkgewer of werknemer verhinder word deur 'n natuurnag, ongeluk, meganiese defek of ander voorval buite die beheer van die werkgewer en die werknemer.

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

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

(i) op 'n Sondag;

(ii) op 'n openbare vakansiedag.

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

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

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

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

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

(4) Behoudens subklousule (3), moet alle werkure aaneenlopend wees.

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

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

(a) 10 uur in 'n week;

(b) twee uur op 'n dag.

(7) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer, uitgesonderd diegene in subklousule (1) (a) bedoel behalwe drywers en bestelwa-assistente, wat oortyd werk, betaal teen minstens—

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

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

(c) in die geval van 'n drywer en bestelwa-assistent, een en 'n derde maal sy weekloon gedeel deur 50, ten opsigte van elke uur of gedeelte van 'n uur aldus altesaam in 'n week gewerk;

the wages register or such other record as may be authorised by an inspector, and no work shall ordinarily be performed during such period, nor shall any time worked during such period be taken into account in calculating for the purposes of this clause the number of hours worked by such employee. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted interval for meals as set out in subclause (3) and shall not exceed—

(i) in the case of an establishment in which a six-day week is observed, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and one half on any day;

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

(c) An employer shall not require or permit a casual employee to work more ordinary hours than nine and one quarter on any day.

(2) (a) No van or other vehicle which is owned, hired or used by an employer and which contains bread and/or confectionery shall leave the establishment of an employer and no employer or employee shall leave the establishment of an employer with bread and/or confectionery earlier than 05h30 on any day from Monday to Friday and 05h00 on Saturdays and on any day preceding a public holiday, and each and every van or other vehicle of an employer shall return to the establishment or the place where the van or other vehicle is usually garaged, and each and every employer and/or employee engaged in the delivery and/or transport of bread and/or confectionery shall return to the employer's establishment or the place where the van or other vehicle on which he is operating is usually garaged not later than 17h00 on any day from Monday to Friday, and 18h00 on Saturday and any day preceding a public holiday, unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer and employee.

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

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

(i) on a Sunday;

(ii) on any public holiday.

(3) An employer shall not require or permit his employee, other than salesmen, van assistants, drivers and other employees employed exclusively in delivery work, to work for more than five hours continuously without an interval of one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(i) where the employer and employee agree, the interval may be reduced to not less than 30 minutes;

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

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

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

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

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

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

(a) 10 hours in any week;

(b) two hours on any day.

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

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

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

(c) in the case of a driver and van assistant, one and a third times his weekly wage, divided by 50, in respect of each hour or part of an hour so worked in the aggregate in any week;

Met dien verstande dat, vir die toepassing van hierdie subklousule, die uitdrukking "loon" geag word ook te beteken dat indien 'n werknemer oortyd werk op 'n dag en hy vir die gewone werkure op so 'n dag ingevolge klousule 4 (3) geregtig is op besoldiging teen 'n hoër skaal, besoldiging vir oortydwerk op so 'n dag verrig ook teen dié hoër skaal bereken moet word.

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

(9) (a) *Voorbehoudsbepalings.*—Subklousules (1) (b), (3), (4), (5), (6), (8) en (9) van hierdie klousule en klousule 10 is nie van toepassing op voormanne wat 'n loon van minstens R14 400 per jaar ontvang nie; subklousules (3) (a), (b) en (c), (5), (6) en (7) is nie van toepassing op verkopers wat uitsluitlik afleweringswerk verrig nie, en subklousules (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer wat noodwerk verrig nie.

(b) Hierdie klousule is nie van toepassing op 'n veiligheidswag wie se werkgever hom 'n diensvrye dag van 24 aaneenlopende ure ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

(i) hy nie daarvoor van die veiligheidswag se loon aftrek nie;

(ii) 'n werkgever, in plaas van sodanige diensvrye dag aan sy veiligheidswag toe te staan, die veiligheidswag die loon kan betaal wat hy sou ontvang het indien hy nie op so 'n dag gewerk het nie, benewens 'n bedrag van minstens sy dagloon ten opsigte van so 'n dag wat nie toegestaan is nie;

(iii) die gewone werkure van so 'n werknemer hoogstens 48 in 'n week en agt op 'n dag mag wees.

8. BEPERKING VAN DIE PLIGTE VAN 'N DRYWER

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

9. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGSVOERTUIE

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

10. SONDAE, VRY PERIODES EN OPENBARE VAKANSIEDAE

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

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

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

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

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

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

11. JAARLIKSE VERLOF

(1) (a) Elke werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande diens by hom verlof met volle besoldiging soos volg toestaan:

(i) In die geval van 'n veiligheidswag, drie agtereenvolgende weke;

Provided that, for the purposes of this subclause, the expression "wage" shall be deemed to include that when an employee works overtime on any day in respect of the ordinary hours of work on which day he is entitled to payment at a higher rate in terms of clause 4 (3), payment for overtime performed on such day shall also be calculated at such higher rate.

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

(9) (a) *Savings.*—Subclauses (1) (b), (3), (4), (5), (6), (8) and (9) of this clause and clause 10 shall not apply to foremen in receipt of a wage of not less than R14 400 per annum; subclauses (3) (a), (b) and (c), (5), (6) and (7) shall not apply to salesmen (exclusively employed in delivery work) and subclauses (2), (3), (4) and (6) shall not apply to any employee on emergency work.

(b) The provisions of this clause shall not apply to a security guard whose employer grants him a day of rest of 24 consecutive hours in respect of every week of employment: Provided that—

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

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

(iii) the ordinary hours of work of such employee shall not exceed 48 in any week and eight on any day.

8. LIMITATION OF DUTIES OF DRIVER

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

9. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES

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

10. SUNDAYS, FREE PERIODS AND PUBLIC HOLIDAYS

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

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

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

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

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

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

11. ANNUAL LEAVE

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

(i) in the case of a security guard, three consecutive weeks' leave on full pay;

(ii) in die geval van alle ander werknemers, twee agtereenvolgende weke ten opsigte van die eerste voltooide tydperk van 12 maande, en drie agtereenvolgende weke ten opsigte van daaropvolgende tydperke van 12 maande;

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

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

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

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

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

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

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

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

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

(b) 'n Werknemer wie se diens beëindig word as gevolg van skuldigebevinding aan 'n kriminele oortreding of weens versuim om die vereiste kennisgewing van diensopsegging te gee, verbeur alle verlofvoordele wat hy tydens die onvoltooide siklus van 12 maande diens verdien het.

(4) Enige tydperk waartydens 'n werknemer—

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

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

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

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

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

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

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

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

(b) die datum waarop die werknemer laas op verlof met volle besoldiging geregtig geword het;

naamlik die jongste datum.

12. SIEKTEVERLOF

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

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

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

(ii) in the case of every other employee, two consecutive weeks' leave on full pay in respect of the first completed period of 12 months and three consecutive weeks' leave on full pay in respect of subsequent periods of 12 months;

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

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

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

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

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

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

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

(i) his full pay for the period worked;

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

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

(4) Any period during which an employee—

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

(b) is absent performing 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 period of such service);

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

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

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

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

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

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

(b) the date on which the employee last became entitled to leave of absence on full pay;

whichever may be the later.

12. SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

13. DIENSSERTIFIKAAT

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

14. DIENSBEËINDIGING

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

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

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

(b) Ondanks paragraaf (a) kan 'n werkgewer 'n werknemer betaal vir en in plaas van die diensopseggingstyd wat voorgeskryf of waarvoor ooreengekom is, en 'n werknemer kan 'n werkgewer betaal vir en in plaas van die diensopseggingstyd wat voorgeskryf of waarvoor ooreengekom is.

(2) Subklousule (1) van hierdie klousule is nie van toepassing op los werknemers wie se dienskontrak sonder kennisgewing deur enigen van die twee partye beëindig kan word nie.

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering not more than two consecutive calendar days, or on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday or on the work-day immediately succeeding a pay-day, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of two consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

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

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

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

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

(7) "Incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident compensable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act, and that such period shall not be deducted from any sick leave due to the employee.

13. CERTIFICATE OF SERVICE

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

14. TERMINATION OF EMPLOYMENT

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

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

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

(b) Notwithstanding the provisions of paragraph (a), an employer may pay an employee remuneration for and in lieu of the prescribed or agreed period of notice, and an employee may pay an employer remuneration for and in lieu of the prescribed or agreed period of notice.

(2) The provisions of subclause (1) of this clause shall not apply to casual employees whose contract of service may be terminated without notice by either side.

(3) Kennis soos in subklousule (1) bedoel, moet skriftelik gegee word in die vorm in Aanhangsel II van hierdie Ooreenkoms voorgeskryf en die party wat kennis van die beëindiging van die dienskontrak gee, moet 'n afskrif behou van sodanige skriftelike kennisgewing wat deur die ander party onderteken is: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 11 of met siekteverlof ingevolge klousule 12 of vir militêre diens ingevolge die Verdedigingswet, 1957.

15. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om 'n afdoende rede verleen.

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

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

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

(4) Die Sekretaris van die Raad moet—

(a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;

(b) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 5c per week aftrek van die verdienste van elk van sy werknemers wie se besoldiging R20 of meer per week beloop.

Die werkgever moet by die bedrag aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag maandeliks voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Pretoria, stuur.

17. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opplak en opgeplak hou op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan hul werknemers wat verteenwoordigers in die Raad is alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad uit te voer.

19. UITLEG VAN OOREENKOMS

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

(2) Alle meningsverskille wat met die uitleg van enigeen van die bepalings van hierdie Ooreenkoms tussen 'n werkgever en 'n werknemer mag ontstaan, moet na die Raad verwys word.

20. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent kan 'n bedryfsinrigting betree en 'n werkgever of 'n werknemer ondervra en betaalstate, tydregister en betalings vir oortydwerk ondersoek en vir inspeksie wegneem ten einde vas te stel of hierdie Ooreenkoms nagekom word.

21. VAKVERENIGINGLEDEGELDE

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

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

22. INDIENSNEMING VAN MINDERJARIGES

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

(3) Notice referred to in subclause (1) shall be given in writing in the form prescribed in Annexure II to this Agreement, and the party giving notice of termination of the contract of employment shall retain a copy of such written notice signed by the opposite party: Provided that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave in terms of clause 11 or sick leave in terms of clause 12 or on military service in pursuance of the Defence Act, 1975.

15. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption 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 the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

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

16. EXPENSES OF COUNCIL

For the purpose of meeting the expenses of the Council, every employer shall deduct 5c per week from the earnings of each of his employees whose remuneration is R20 per week or more.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the seventh day of each month the total sum to the Secretary of the Council, Pretoria.

17. EXHIBITION OF AGREEMENT

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

18. TRADE UNION 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.

19. INTERPRETATION OF THE AGREEMENT

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

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

20. AGENTS

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

21. TRADE UNION SUBSCRIPTIONS

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

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

22. ENGAGEMENT OF MINORS

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

23. AFLEWERING VAN BROOD EN/OF BANKET

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

24. BESKERMENDE KLERE

Die bepalings van die Wet op Fabriek, Masjienerie en Bouwerk, 1941, en die regulasies ten opsigte van beskermende klere daarkragtens opgestel, is op alle fabriekswerknemers van toepassing.

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

25. GELDIGHED VAN OOREENKOMS

Indien 'n bepaling van hierdie Ooreenkoms deur 'n bevoegde geregshof buitematig verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag vir die onverstreke tydperk van die Ooreenkoms.

Namens die partye op hede die 10de dag van Februarie 1984 in Pretoria onderteken.

G. B. BOERSTRA, Verteenwoordiger: Pretoria Master Bakers' Association.

S. LAKA, Verteenwoordiger: Pretoria Baking and Confectionery Employees' Union.

J. G. TOERIEN, Voorsitter.

R. A. BUITENDAG, Sekretaris.

J. S. WICHMAN, Verteenwoordiger: Pretoria Baknywerheidsvereniging.

AANHANGSEL I**BAK- EN BANKETNYWERHEID (PRETORIA)****DIENSSERTIFIKAAT**

Sertifikaatno

(Uitgereik kragtens klousule..... van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing..... van.....)
Naam en adres van firma.....

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

1. Volle naam van werknemer.....
2. Adres
3. Geslag
4. Ouderdom.....
5. Beroep
6. Loon betaalbaar by uitdienstreding
7. Datum van indienstreding by my
8. Datum van uitdienstreding by my
9. Nommer van die dienssertifikaat deur die vorige werkgewer

(voeg naam hier in) uitgereik, was.....

Op hede die dag van 19.....
te gedateer.

Handtekening van werkgewer

AANHANGSEL II**BAK- EN BANKETNYWERHEID, (PRETORIA)****KENNISGEWING VAN DIENSBEEÏNDIGING**

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

Ek/Ons.....
van (adres).....
gee hierby kennis van die beëindiging van my/ons dienskontrak met.....
van (adres).....
Datum van kennisgewing.....
Laaste werkdag van werknemer.....
Plek

Handtekening van werkgewer

Handtekening van werknemer

23. DELIVERY OF BREAD AND/OR CONFECTIONERY

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

24. PROTECTIVE CLOTHING

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

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

25. VALIDITY OF AGREEMENT

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

Signed at Pretoria, on behalf of the parties, this 10th day of February 1984.

G. B. BOERSTRA, Representative: Pretoria Master Bakers' Association

S. LAKA, Representative: Pretoria Baking and Confectionery Employees' Union

J. G. TOERIEN, Chairman.

R. A. BUITENDAG, Secretary.

J. S. WICHMAN, Representative: Pretoria Baknywerheidsvereniging.

ANNEXURE I**BAKING AND CONFECTIONERY INDUSTRY (PRETORIA)****CERTIFICATE OF SERVICE**

No. of Certificate

(Issued in terms of clause of Industrial Council Agreement, published under Government Notice dated)

Name and address of firm.....

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

1. Full name of employee
2. Address
3. Sex
4. Age
5. Occupation
6. Rate of wage due at date of leaving
7. Date of entering my service
8. Date of leaving my service
9. The number of the certificate of service issued by previous employer (insert name) was

Dated at this day of 19.....

Signature of employer

ANNEXURE II**BAKING AND CONFECTIONERY INDUSTRY (PRETORIA)****NOTICE OF TERMINATION OF EMPLOYMENT**

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

I/We.....
of (address).....
hereby give notice of termination of my/our contract of employment with.....
of (address).....
Date of notice.....
Last working day of employee.....
Place

Signature of employer

Signature of employee

**Spaar 'n sent en maak 'n rand —
Spaar 'n druppel en vul die dam**



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