



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 959.] [6 May 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dairy Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1956, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those Unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 and 3 to 18 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1956, upon the other employers and employees engaged or employed in the said industry in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1956, the provisions contained in clauses 1, 3 to 15 (inclusive) 17 and 18 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Dairy Products Manufacturers' Association
(hereinafter called "the employers' organisation"), of the one part, and the

National Union of Dairy Industry Employees
and the

S.A. National Cheesemakers' Union
(hereinafter called "the employees" or "trade unions"), of the other part, being the parties to the National Industrial Council for the Dairy Industry.

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 959.] [6 Mei 1955.
NYWERHEID-VERSOENINGSWET, 1937.

SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Suiwelnywerheid betrekking het, van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1956 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 en 3 tot en met 18 van genoemde Ooreenkoms van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot met 15, 17 en 18 van genoemde Ooreenkoms van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1956 eindig, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

NASIONALE NYWERHEIDSRaad VIR DIE SUIWELNYWERHEID.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Dairy Products Manufacturers' Association
(hieronder „die werkgewersorganisasie” genoem), aan die een kant, en die

National Union of Dairy Industry Employees
en die

S.A. National Cheesemakers' Union
(hieronder „die werknemers” of „die vakverenigings” genoem), aan die ander kant,
wat die partye is by die Nasionale Nywerheidsraad vir die Suiwelnywerheid.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Union of South Africa by all employers who are members of the employers' organisation and are engaged in the Dairy Industry and by all members of the trade unions who are employed in that industry and for whom wages are prescribed in this Agreement, provided, however, that the provisions of this Agreement shall not apply to—

- (a) motor vehicle drivers in rural areas, as defined in this Agreement;
- (b) labourers in semi-urban and rural areas, as defined in this Agreement; and
- (c) clerical employees on Head Office or Regional Office staffs, wholly or mainly performing work falling outside the scope of this Agreement.

(2) Notwithstanding the foregoing, the provisions of this Agreement, other than clauses 4 (2), 6, 7 and 9 thereof, shall not apply to any employee in receipt of a wage of more than £55 per month, provided that the aforesaid clauses 6, 7 and 9 shall not apply to any employee occupying a managerial or like supervisory capacity, irrespective of the duties discharged by him, if he is in receipt of a wage at a rate of more than £55 per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of subsection (1) of section forty-eight of the Act, and shall remain in force until 31st December, 1956, or such other date as the Minister may determine.

3. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act and any reference to an act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

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

"assistant cheesemaker" means a qualified employee who assists the cheesemaker in the performance of his duties and who may act for him in his absence;

"assistant engineer" means an employee who holds a Grade A or Grade B Certificate of Competence from the Council and who performs all or some of the duties required of an Engineer, Grade A or Engineer Grade B, but who is not the person responsible for the proper working or maintenance of, or repairs to the plant and machinery in an establishment;

"buttermaker" means a qualified employee who is responsible for the making of butter in a creamery;

"butter wrapper" means a female employee engaged in the wrapping of butter;

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

"cheesemaker" means a qualified employee who is responsible for the making of cheese in a cheese factory;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator;

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

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

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

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

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

"cream grader" means a qualified employee who is responsible for the grading, neutralisation and pasteurisation of cream;

"cream tester" means a qualified employee who is responsible for the testing of cream;

"Dairy Industry" shall mean the industry in which employers and employees are associated for the purpose of manufacturing butter and/or cheese;

"day" means the period of twenty-four hours calculated from the time the employee commences work;

"engineer, Grade A," means an employee with specialised knowledge and experience of plant and machinery used in large creameries and cheese factories and who erects and installs such plant and machinery in an establishment and is responsible, with or without assistants under his charge, for the proper working, maintenance and repair of the plant and machinery in such establishment and who holds a Grade A Certificate of Competence from the Council;

"engineer, Grade B," means an employee who erects, installs and operates plant and machinery in an establishment and is responsible for the proper working and maintenance of, and minor repairs to such plant and machinery, and who holds a Grade B Certificate of Competence from the Council;

1. TOEPASSING VAN OOREENKOMS.

(1) Hierdie Ooreenkoms moet in die Unie van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die suiwerheid uitoeven, en deur alle lede van die vakverenigings wat in dié nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande egter dat die bepalings van hierdie Ooreenkoms nie van toepassing op die volgende is nie:—

(a) Motorvoertuigdrywers in plattelandse gebiede, soos omskryf in hierdie Ooreenkoms;

(b) arbeiders in half-stedelike en plattelandse gebiede, soos omskryf in hierdie Ooreenkoms; en

(c) klerklike werknemers op die Hoof- of Streekkantoorpersoneel wat uitsluitlik of hoofsaaklik werk verrig wat buite die bestek van hierdie Ooreenkoms val.

(2) Ondanks die voorgaande, is die bepalings van hierdie Ooreenkoms, uitgesonderd klousules 4 (2), 6, 7 en 9 daarvan, nie van toepassing op 'n werknemer wat 'n loon van meer as £55 per maand ontvang nie; met dien verstande dat voornoemde klousules 6, 7 en 9 nie van toepassing is op enige werknemer wat in 'n bestuurders- of dergelike toesighoudende hoedanigheid in diens is nie, ongeag die werk wat deur hom verrig word, indien hy 'n loon van meer as £55 per maand ontvang.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge subartikel (1) van artikel agt-en-veertig van die Wet vasstel, en bly van krag tot 31 Desember 1956, of sodanige ander datum as wat deur die Minister bepaal kan word.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheids-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet; en enige verwysing na 'n wet omvat enige wysiging daarvan en, behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui, ook vroue in; voorts, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheids-versoeningswet, 1937;

„agent”, 'n persoon wat deur die Raad aangestel is om namens die Raad werksaam te wees;

„assistent-kaasmaker”, 'n gekwalifiseerde werknemer wat die kaasmaker help by die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarneem;

„assistent-ingenieur”, 'n werknemer wat 'n bekwaamheidsertifikaat graad A of B van die Raad besit en wat die pligte of party van die pligte van 'n ingenieur graad A of B uitvoer, maar wat geen verantwoordelijkheid dra vir die behoorlike werking, onderhoud of herstel van installasie of masjinerie in 'n inrigting nie;

„bottermaker”, 'n gekwalifiseerde werknemer verantwoordelik vir die maak van botter in 'n romery;

„bottertoedraaier”, 'n vroulike werknemer wat botter toedraai;

„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„kaasmaker”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die maak van kaas in 'n kaasfabriek;

„klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk, of ander klerklike werk verrig en sluit 'n magasynmeester, versendingsklerk en telefonis in;

„klerklike werknemer, manlik, gekwalifiseer,” 'n manlike klerklike werknemer met minstens vier jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer,” 'n manlike klerklike werknemer met minder as vier jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer,” 'n vroulike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer,” 'n vroulike klerklike werknemer met minder as drie jaar ondervinding;

„Raad” die Nasionale Nywerheidsraad vir die Suiwelnywerheid;

„roomgradeerder”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die gradeer, neutraliseer en pasteuriseer van room;

„roomtoetsers”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die toets van room;

„suiwelnywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van botter en/of kaas;

„dag”, die tydperk van 24 uur gereken van die tyd waarop die werknemer met sy werk begin;

„ingenieur graad A”, 'n werknemer wat gespesialiseerde kennis en ondervinding van die installasie en masjinerie wat in groot romerye en kaasfabrieke gebruik word, wat sodanige installasie en masjinerie in 'n inrigting moet oprig en installeer, en met of sonder ondergskikte helpers vir die behoorlike werking, onderhoud en herstel daarvan, verantwoordelik is en 'n bekwaamheidsertifikaat graad A, van die Raad besit;

„ingenieur graad B”, 'n werknemer wat installasie en masjinerie in 'n inrigting oprig, installeer en bedien, wat vir die behoorlike werking en onderhoud daarvan en klein herstelwerk daaraan verantwoordelik is en wat 'n bekwaamheidsertifikaat graad B van die Raad besit;

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

"experience" means in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee irrespective of the trade in which such experience was gained; provided that in the case of a clerical employee who has successfully completed at least two years at a Commercial or Technical School such period shall be counted as one years experience in respect of each course normally taking two years to complete;
- (b) other employees, the total period or periods of employment which any such employee has had in the particular work on which he is engaged;

provided that in the case of a learner buttermaker or a learner cheesemaker, the completion of a prescribed course in dairying recognised by the Council, on the recommendation of the Superintendent of Dairying, Union Department of Agriculture, shall be deemed to be equivalent to one or two years' experience according to the duration of the particular course;

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

- (1) Cleaning and/or washing premises, vehicles, tools, cream or milk cans, furniture, utensils, implements, machinery, filter presses or other articles;
- (2) oiling and greasing vehicles other than motor vehicles;
- (3) cooking rations, making and serving tea or similar beverages;
- (4) washing bottles, tins, dishes or other containers by hand and charging and/or discharging can washing machines;
- (5) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle, or hand propelled vehicles;
- (6) making and maintaining or drawing fires or removing refuse or ashes;
- (7) loading or unloading, lifting, carrying, moving or stacking goods, or other movables;
- (8) assisting on delivery vehicles and/or driving animal-drawn vehicles;
- (9) pushing or pulling any manually propelled vehicle or truck;
- (10) opening milk or cream cans, stirring and emptying their contents;
- (11) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (12) loosening shooks, assembling and nailing by hand and/or machine, trays, crates, or boxes from shooks or ready prepared materials;
- (13) repairing trays, crates or boxes by hand;
- (14) binding, wiring or strapping boxes or other containers;
- (15) stencilling or marking (but not addressing by hand), cans, boxes, bags, cartons or other containers or affixing ready addressed labels or plates to cans, boxes, bags, cartons, drums or other packages;
- (16) gardening work (planting under supervision, digging, raking, mowing, spreading, mixing, watering); sweeping roads or paths;
- (17) herding, driving, feeding or tending animals;
- (18) unpacking or opening up corrugated fibre board or similar containers by hand;
- (19) folding containers or paper;
- (20) inserting liners, discs or rings into lids and/or tins or other containers by hand;
- (21) packing articles of a uniform size and number into containers specially made to contain such articles;
- (22) straightening bent flanges of cans;
- (23) fixing labels by hand to tins or containers;
- (24) crowing, corking or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machine;
- (25) feeding into and/or taking off from machines, belts or conveyors;
- (26) filling or emptying tins, casks, bags, bottles or other containers by hand;
- (27) opening or closing cocks or valves (under supervision);
- (28) weighing to a set scale;
- (29) rubber stamping;
- (30) sieving by hand and/or feeding and emptying sieving machine;
- (31) grinding, milling by hand and/or feeding and emptying grinding and milling machine;
- (32) operating a hand hoist;
- (33) lading;
- (34) steam heating drums and/or pipes;
- (35) stirring by hand or operating a mixing machine;
- (36) feeding and emptying a box-end printing machine;
- (37) guarding premises, buildings, gates and other property;

„inrigting”, alle persele of gedeeltes van persele waarin of waarop drie of meer persone in diens is in verband met die verrigting van enige van die werksaamhede soos genoem in die woordomskraving van „suiwelnwyerheid”; „ondervinding”, met betrekking tot—

- (a) 'n klerklike werknemer, die totale tydperk of tydperke van diens wat sodanige werknemer as klerklike werknemer gehad het, ongeag die bedryf waarin die ondervinding verkry is; met dien verstande dat in die geval van 'n klerklike werknemer wat met goeie gevolg minstens twee jaar aan 'n handel- of tegniese skool voltooi het, sodanige tydperk bereken moet word as een jaar ondervinding ten opsigte van elke kursus wat normaalweg twee jaar vereis om te voltooi;
- (b) ander werknemers, die totale tydperk of tydperke van diens wat enige sodanige werknemer gehad het in die bepaalde werk wat hy verrig;

met dien verstande dat in die geval van 'n leerling-bottermaker of leerling-kaasmaker, die voltooiing van 'n voorgeskrewe kursus in suiwelbereiding wat deur die Raad erken word, op aanbeveling van die Superintendent van Suiwelbereiding, Unie-departement van Landbou, beskou moet word as gelykstaande aan een of twee jaar ondervinding, na gelang van die tyd wat die bepaalde kursus geduur het; „arbeider”, 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (2) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (3) rantsone kook, tee of soortgelyke drankke maak en bedien;
- (4) bottels, blikke, skottels of ander houers met die hand was en masjiene wat kanne was, voer en/of daarvan afneem;
- (5) briewe, boodskappe of enige goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- (6) vure maak en aan die brand hou of trek, of afval of as verwyder;
- (7) goedere of ander roerende goedere laai of aflaai, optel, dra, verskuif of opstapel;
- (8) by afleweringsvoertuie help en/of dierevoertuie dryf;
- (9) 'n handvoertuig of -trok stoot of trek;
- (10) melk- of roomkanne oopmaak, hul inhoud roer en uitgooi;
- (11) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;
- (12) duie losmaak, bakke, kratte of kiste uit duie of klaargemaakte materiaal aanmekaarsit en met die hand of masjien toespyker;
- (13) bakke, kratte of kiste met die hand heelmaak;
- (14) kiste vasbind of draad of bande omsit;
- (15) kanne, kiste, sakke, kartonhouers of ander houers merk of sjabloneer (maar nie met die hand adresseer nie), of klaargeadresseerde etikette of plaatjies aan kanne, kiste, sakke, kartonhouers, dromme of ander pakkette aansit;
- (16) tuinmaak (onder toesig plant, grawe, hark, gras sny, strooi, meng, water lei), paaie of paadjies vee;
- (17) diere oppas, drywe, voer of versorg;
- (18) riffervelseld- of soortgelyke houers met die hand uitpak of oopmaak;
- (19) houers of papier vou;
- (20) voerings, skyfies of ringe in deksels en/of blikke of ander houers met die hand insit;
- (21) goedere van gelyke grootte en getal in houers inpak wat spesiaal gemaak is om daardie goedere te bevat;
- (22) gebuigde flense van kanne reg buig;
- (23) etikette aan kanne of houers met die hand vasheg;
- (24) kroondoppe, kurke of ander proppe of deksels in of op bottels of kanne met die hand of met 'n handmasjien sit;
- (25) masjiene, bande of vervoerbande voer of daarvan afhaal;
- (26) blikke, vate, sakke, bottels of ander houers met die hand vol- of leegmaak;
- (27) krane of kleppe (onder toesig) oop- of toemaak;
- (28) op 'n gestelde skaal afweeg;
- (29) met rubberstempels stempel;
- (30) met die hand sif en/of 'n sifmasjien voer of leegmaak;
- (31) met die hand vergruis, maal en/of 'n vergruis- en maalmasjien voer en leegmaak;
- (32) 'n handhystoestel bedien;
- (33) uitskep;
- (34) dromme en/of pype met stoom verhit;
- (35) met die hand roer of 'n mengmasjien bedien;
- (36) 'n kinsentedrukmasjien voer en daarvan afneem;
- (37) persele, geboue, hekke of ander eiendom bewaak;

"learner buttermaker" means an employee engaged in making butter and/or in testing and/or grading cream, under the supervision of a buttermaker;

"learner cheesemaker" means an employee engaged in making cheese under the supervision of a cheesemaker;

"machine handyman" means an employee who is not qualified to obtain a Grade A or Grade B Certificate of Competence from the Council, but who has some practical knowledge of plant and machinery in creameries and cheese factories and is employed to assist in the erection, installation, operation, maintenance and repair of such plant and machinery in an establishment;

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

"output range" means the average annual production of butter and/or cheese (green weight) manufactured in an establishment during the preceding three calendar years; for the purpose of this definition, every pound of cream or every gallon of milk received at an establishment, but not used thereat for the manufacture of butter or cheese, shall be deemed to be the equivalent of one pound of butter or one pound of cheese, as the case may be; a certificate issued by the Council as to the average annual production of any employer shall be deemed to be conclusive in relation to such employer;

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

"qualified employee" means, in relation to employees of the classes mentioned in the following table, an employee who holds the certificate(s) specified opposite such class and issued in terms of the Dairy Industry Act, No. 16 of 1918, and the Dairy Industry Control Act, No. 35 of 1930:—

Class of Employee.	Certificate Required.
(1) Buttermaker.....	Certificate to grade and test cream.
(2) Cream grader.....	Certificate to grade cream.
(3) Cream tester.....	Certificate to test cream.
(4) Cheesemaker, assistant cheesemaker, second assistant cheesemaker and relieving cheesemaker	Certificate of proficiency in cheesemaking.

"relieving cheesemaker" means a qualified employee not regularly engaged in the same establishment who acts for or relieves a cheesemaker during the absence of the latter;

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

"second assistant cheesemaker" means a qualified employee who assists the cheesemaker and/or assistant cheesemaker in the performance of his or their duties and who may act for him or them in his or their absence;

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

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

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

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

(3) Areas.—For the purpose of this Agreement—

"urban areas" mean—

- the Magisterial Districts of Klerksdorp, Krugersdorp, Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Pretoria in the Transvaal;
- the Magisterial Districts of Durban, Pinetown and Pietermaritzburg in Natal;
- the Magisterial District of Bloemfontein in the Orange Free State; and
- the Magisterial Districts of Cape Town, Wynberg, Simonstown, Bellville, Port Elizabeth and East London and the Municipal area of Kimberley in the Cape Province;

"semi-urban areas" mean all municipal areas other than those included under urban areas; and

"rural areas" mean all areas not included under either urban areas or semi-urban areas.

„leerling-botttermaker”, 'n werknemer wat botter maak en/of room toets en/of room gradeer onder toesig van 'n botttermaker;

„leerling-kaasmaker”, 'n werknemer wat kaas maak onder toesig van 'n kaasmaker;

„masjienhandlanger” 'n werknemer wat nie vir 'n bekwaamheidsertifikaat graad A of B van die Raad gekwalifiseer is nie maar wat praktiese kennis dra van die installasie en masjinerie in romerye en kaasfabrieke en wat met die oprig, installeer, bediening, instandhouding en herstel daarvan behulpsaam is;

„motorvoertuigdrywer”, 'n werknemer wat 'n motorvoertuig buiten 'n kar dryf en wat verantwoordelik kan wees vir die laai en aflaai van die voertuig, en die hou van die nodige aantekeninge, lopende herstelwerk en ander werk wat nodig is om die voertuig in goeie orde te hou;

„produksie-omvang”, die gemiddelde jaarlikse produksie van botter en/of kaas (groengewig) van 'n inrigting gedurende die voorafgaande drie kalenderjare vervaardig; vir die toepassing van hierdie woordskrywing word elke pond room, of elke gelling melk wat by so 'n inrigting ontvang word maar wat nie gebruik word om botter of kaas te vervaardig nie, na gelang van die geval, beskou as gelykstaande met een pond botter of een pond kaas; 'n sertifikaat, deur die Raad uitgereik, wat die gemiddelde jaarlikse produksie van 'n werkgever aantoon, moet as afdoende beskou word ten opsigte van dié werkgever;

„oortyd”, die gedeelte van enige tydperk wat 'n werknemer vir sy werkgever werk bó die normale ure soos bepaal in klousule 6 van hierdie Ooreenkoms;

„gekwalfiseerde werknemer”, met betrekking tot werknemers in die klasse genoem in die volgende tabel, 'n werknemer wat in besit is van die sertifikaat of sertifikate gespesifiseer teenoor sodanige klas en uitgereik kragtens die Zuivelnywerheid Wet, No. 16 van 1918 en die Wet op die Beheer van die Suiwelnywerheid, No. 35 van 1930:—

Klas werknemer. Sertifikaat vereis.

(1) Botttermaker.....	Roomgradering- en roomtoets-sertifikaat.
(2) Roomgradeerder.....	Roomgraderingsertifikaat.
(3) Roomtoetser.....	Roomtoetssertifikaat.
(4) Kaasmaker, assistent-kaasmaker, tweede assistentkaasmaker en afloskaasmaker.	Sertifikaat van bevoegdheid in die maak van kaas.

„afloskaasmaker”, 'n gekwalifiseerde werknemer wat nie gereeld by dieselfde inrigting in diens is nie, wat vir die kaasmaker waarmee of hom aflos gedurende die afwesigheid van laasgenoemde;

„besoldiging”, alle betalings in kontant of in natura of in kontant en natura, wat aan 'n persoon gedoen word of verskuldig is en wat op watter wyse ook uit diensverrigting ontstaan, en „besoldig” het dieselfde betekenis;

„tweede assistent-kaasmaker” 'n gekwalifiseerde werknemer wat die kaasmaker en/of assistent-kaasmaker met sy of hulle werk behulpsaam is en wat vir hom of hulle in sy of hulle afwesigheid kan optree;

„korttyd”, 'n tydelike vermindering van die getal gewone werkers as gevolg van bedryfslaptes, tekort aan grondstowwe of vervoer, ongunstige weersomstandighede of 'n algehele ontwrigting van installasie of masjinerie veroorsaak deur ongeluk of onvoorsiene noodgeval;

„werkdag”, met betrekking tot elke werknemer, die tydperk wat op 'n dag gewerk word gereken van die tydstop wat die betrokke werknemer begin werk tot die tydstop waarop hy sy werk vir die dag eindig;

„loon”, die gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word vir die gewone werksure in klousule 6 (1) hiervan bepaal.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet dit beskou word dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Gebiede.—Vir die toepassing van hierdie Ooreenkoms beteken—

„stedelike gebiede”—

- die magistraatsdistrikte Klerksdorp, Krugersdorp, Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Pretoria in Transvaal;
- die magistraatsdistrikte Durban, Pinetown en Pietermaritzburg in Natal;
- die magistraatsdistrik Bloemfontein in die Oranje-Vrystaat; en
- die magistraatsdistrikte Kaapstad, Wynberg, Simonstad, Bellville, Port Elizabeth en Oos-Londen en die munisipale gebied Kimberley in die Kaapprovinsie;

„half-stedelike gebiede”, alle munisipale gebiede, uitgesonderd dié wat onder stedelike gebiede ingesluit is; en

„plattelandse gebiede”, alle gebiede wat nie onder stedelike of as half-stedelike gebiede ingesluit is nie.

4. REMUNERATION.

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

Class of Employee.	Wage Per Month. £ s. d.
(i) Buttermaker	42 10 0
after 3 years of experience	45 0 0
after 5 years of experience	47 10 0
(ii) Cream grader	40 0 0
(iii) Cheesemaker	33 15 0
after 3 years of experience	36 10 0
after 5 years of experience	39 7 6
(iv) Engineer, Grade A	45 0 0
(v) Engineer, Grade B	35 0 0
(vi) Assistant Engineer, Grade A	37 10 0
(vii) Assistant Engineer, Grade B	30 0 0
(viii) Relieving cheesemaker (see also sub-clause 4 hereof)	28 15 0
(ix) Assistant cheesemaker	28 15 0
(x) Second assistant cheesemaker	23 0 0
(xi) Cream tester—	
during first year of experience	20 2 6
during second year of experience	23 0 0
during third year of experience	25 17 6
during fourth year of experience	28 15 0
after fourth year of experience	31 12 6
(xii) Learner buttermaker and learner cheesemaker—	
during first year of experience	14 7 6
during second year of experience	17 5 0
during third year of experience	20 2 6
after third year of experience	25 0 0
(xiii) Machine handyman	23 0 0
(xiv) Clerical employee—	
male, qualified	25 0 0
male, unqualified—	
during first year of experience	12 0 0
during second year of experience	15 0 0
during third year of experience	18 0 0
during fourth year of experience	21 0 0
female, qualified	18 0 0
female, unqualified—	
during first year of experience	11 0 0
during second year of experience	12 0 0
during third year of experience	15 0 0
(xv) Butterwrapper, female, engaged in—	
(a) urban areas	11 10 0
(b) semi-urban areas	10 2 6
(c) rural areas	8 12 6
(xvi) Motor vehicle driver, engaged in—	
(a) urban areas	20 2 6
(b) semi-urban areas—	
during first year of employment	17 5 0
after first year of employment	20 2 6
(xvii) Labourer, engaged in urban areas—	
(a) of the age of 18 years or over	6 10 0
(b) under the age of 18 years	4 17 6
(xviii) Employees not elsewhere specified herein, who are engaged in—	
(a) urban areas	8 2 6
(b) semi-urban areas	6 5 0
(c) rural areas	5 0 0
(xix) Casual employee, for each day or part of a day of employment, one-thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.	

(2) *Cost of living Allowance.*—In addition to the wages herein prescribed, every employer shall pay his employees cost of living allowances as laid down in War Measure No. 43 of 1942, as amended from time to time, provided that each employee whose wage exceeds £2 per week or £8. 13s. 4d. per month, shall be paid a cost of living allowance calculated on his ordinary monthly wage in accordance with the following table:—

Total Monthly Wage.	Monthly Cost of Living Allowance. £ s. d.
Above £8. 13s. 4d. but not exceeding £9. 15s. 0d..	10 15 9
Above £9. 15s. 0d. but not exceeding £10. 16s. 8d..	11 14 0
Above £10. 16s. 8d. but not exceeding £11. 18s. 4d.	12 15 9
Above £11. 18s. 4d. but not exceeding £13. 0s. 0d.	13 6 11
Above £13. 0s. 0d. but not exceeding £14. 1s. 8d..	13 17 10
Above £14. 1s. 8d. but not exceeding £15. 3s. 4d..	14 8 10
Above £15. 3s. 4d. but not exceeding £16. 5s. 0d..	14 19 10
Above £16. 5s. 0d. but not exceeding £17. 6s. 8d..	15 10 11
Above £17. 6s. 8d.....	16 1 9

4. BESOLDIGING.

(1) Die minimum maandloon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers moet betaal, is soos volg—

Klas werknemer.	Maand- loon. £ s. d.
(i) Bottermaker	42 10 0
na 3 jaar ondervinding	45 0 0
na 5 jaar ondervinding	47 10 0
(ii) Roomgradeerder	40 0 0
(iii) Kaasmaker	33 15 0
na 3 jaar ondervinding	36 10 0
na 5 jaar ondervinding	39 7 6
(iv) Ingenieur, graad A	45 0 0
(v) Ingenieur, graad B	35 0 0
(vi) Assistent-ingenieur, graad A	37 10 0
(vii) Assistent-ingenieur, graad B	30 0 0
(viii) Afloskaasmaker (Sien ook subklousule 4 hiervan.)	28 15 0
(ix) Assistent-kaasmaker	28 15 0
(x) Tweede assistent-kaasmaker	23 0 0
(xi) Roomtoetser—	
gedurende eerste jaar ondervinding	20 2 6
gedurende tweede jaar ondervinding	23 0 0
gedurende derde jaar ondervinding	25 17 6
gedurende vierde jaar ondervinding	28 15 0
daarna	31 12 6
(xii) Leerling-bottermaker en leerling-kaasmaker—	
gedurende eerste jaar ondervinding	14 17 6
gedurende tweede jaar ondervinding	17 5 0
gedurende derde jaar ondervinding	20 2 6
na derde jaar ondervinding	25 0 0
(xiii) Masjienhandlanger	23 0 0
(xiv) Klerklike werknemer—	
manlik, gekwalifiseer	25 0 0
manlik, ongekwalifiseer—	
gedurende eerste jaar ondervinding	12 0 0
gedurende tweede jaar ondervinding	15 0 0
gedurende derde jaar ondervinding	18 0 0
gedurende vierde jaar ondervinding	21 0 0
vroulik, gekwalifiseer	18 0 0
vroulik, ongekwalifiseer—	
gedurende eerste jaar ondervinding	11 0 0
gedurende tweede jaar ondervinding	12 0 0
gedurende derde jaar ondervinding	15 0 0
(xv) Bottertoedraaier, vroulik, in—	
(a) stedelike gebiede	11 10 0
(b) half-stedelike gebiede	10 2 6
(c) plattelandse gebiede	8 12 6
(xvi) Motorvoertuigdrywer, in—	
(a) stedelike gebiede	20 2 6
(b) half-stedelike gebiede—	
gedurende eerste jaar diens	17 5 0
na eerste jaar diens	20 2 6
(xvii) Arbeider, in stedelike gebiede—	
(a) 18 jaar en ouer	6 10 0
(b) onder 18 jaar	4 17 6
(xviii) Werknemers nie elders hierin gespesifiseer nie, in—	
(a) stedelike gebiede	8 2 6
(b) half-stedelike gebiede	6 5 0
(c) plattelandse gebiede	5 0 0
(xix) Los werknemer, vir elke dag of gedeelte van 'n dag diens, een-dertigste van die maandloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as die los werknemer.	

(2) *Lewenskostoelae.*—Benewens die lone hierin voorgeskryf, moet elke werkgewer aan sy werknemers lewenskostoelae betaal soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat elke werknemer wie se besoldiging meer as £2 per week of £8. 13s. 4d. per maand bedra, 'n lewenskostoelae, bereken op sy gewone maandelikse besoldiging ooreenkomstig die volgende tabel moet ontvang:—

Totale maandloon.	Maandelikse lewenskoste- toelae. £ s. d.
Meer as £8. 13s. 4d., maar hoogstens £9. 15s. 0d..	10 15 9
Meer as £9. 15s. 0d., maar hoogstens £10. 16s. 8d..	11 14 0
Meer as £10. 16s. 8d., maar hoogstens £11. 18s. 4d.	12 15 9
Meer as £11. 18s. 4d., maar hoogstens £13. 0s. 0d.	13 6 11
Meer as £13. 0s. 0d., maar hoogstens £14. 1s. 8d.	13 17 10
Meer as £14. 1s. 8d., maar hoogstens £15. 3s. 4d.	14 8 10
Meer as £15. 3s. 4d., maar hoogstens £16. 5s. 0d.	14 19 10
Meer as £16. 5s. 0d., maar hoogstens £17. 6s. 8d.	15 10 11
Meer as £17. 6s. 8d.....	16 1 9

Provided that, if the ordinary monthly wage plus cost of living allowance payable thereon to any employee in terms hereof is at a rate which exceeds £78 per month, the monthly allowance payable to such employee shall be an amount equal to the difference between the said wage and £78. All cost of living allowances shall be based on the wages of the employees before any deductions referred to in clause 5 (6) have been made therefrom. The cost of living allowance paid to an employee shall at no time be less than that laid down in War Measure No. 43 of 1942.

(3) *Weekly, Daily or Hourly Wage.*—For the purpose of this Agreement—

- the weekly wage of an employee, other than a casual employee, shall be calculated by dividing his ordinary monthly wage by four and one-third; and
- the daily wage of an employee, other than a casual employee, shall be calculated by multiplying his weekly wage determined as per (a) above by the number of hours worked by him on a full day, divided by the number of ordinary hours per week worked by such employee.
- the hourly wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage determined as per (a) above, by 46.

(4) *Relieving Cheesemaker.*—In addition to the wage prescribed for a relieving cheesemaker, an employee so engaged shall, when required to undertake duties at another establishment, be provided by the employer concerned with transport, or be paid reasonable travelling expenses to and from such establishment and while employed thereat shall also be provided free of charge with board and lodging.

(5) *Responsibility Allowances.*—An employee in any of the undermentioned classes, if required to undertake any function of a managerial nature in addition to the duties ordinarily associated with the particular occupation in which he is normally or mainly engaged shall, in addition to the wages herein prescribed, be paid by his employer a special allowance at the rate as set out below:—

Per Month.

£ s. d.

- | | | | |
|---|----|----|---|
| (a) Buttermakers and/or cream graders | 10 | 0 | 0 |
| (b) Cheesemakers engaged in establishments with output range— | | | |
| (i) Over 150,000 lb. up to 200,000 lb. | 2 | 10 | 0 |
| (ii) Over 200,000 lb. up to 500,000 lb. | 5 | 0 | 0 |
| (iii) Over 500,000 lb. | 7 | 10 | 0 |

An employer shall at the request of the Council submit the output range of his establishment to the Council for certification and the certificate of the Council, after due enquiry by it, shall for the purpose hereof be deemed to be final; and failing such return being submitted within one calendar month of the request by the Council to do so or within such longer period as the Council may in its discretion determine, the output range shall be deemed to be over 500,000 lb.

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

(7) *Differential Wage.*—Where an employee of one class is required to perform work of another class for which a higher rate is payable, during any day or for more than an hour during such day, he shall be paid at the higher rate for that day.

5. PAYMENT OF REMUNERATION.

(1) *Remuneration Payable Monthly or Weekly.*—The remuneration of employees shall become due and be paid monthly or weekly, as the employer may elect, or as may be mutually agreed upon between him and his employee; provided that a casual employee or an employee whose services have been terminated before the usual pay-day, shall be paid his remuneration on termination of his services. Employees shall be paid in arrear within three days of each completed period for which remuneration accrued.

(2) *Premiums.*—No payment shall be made to or accepted by an employer either directly or indirectly in respect of employment of training of an employee.

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

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

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

- Where an employee is absent from work on days other than paid holidays, provided under clause 9 of this Agreement, a pro rata amount for the period of such absence;
- with the written consent of the employee, deductions for holiday, sick, insurance, provident or pension funds, or for contributions to the funds of the trade unions, in terms of clause 16 of this Agreement;
- contributions to the funds of the Council, in terms of clause 15 of this Agreement;

Met dien verstande dat indien die gewone maandloon plus lewenskostoelae wat daarop aan enige werknemer kragtens hierdie bepaling betaal moet word, meer as £78 per maand bedra, die maandelikse toelae wat aan daardie werknemer betaal moet word, gelyk moet wees aan die verskil tussen genoemde loon en £78. Alle lewenskostoelae moet gebaseer wees op die lone van werknemers voordat enige van die aftrekkings, soos genoem in klousule 5 (6), daarvan afgetrek is. Die lewenskostoelae wat aan 'n werknemer betaal word, mag nooit minder wees as wat in Oorlogsmaatreël No. 43 van 1942 vasgestel is nie.

(3) *Weekloon, dagloon of uurloon.*—Vir die toepassing van hierdie Ooreenkoms word—

- die weekloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy gewone maandloon te deel deur 4 $\frac{1}{3}$; en
- die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon, volgens (a) hierbo bepaal, te vermenigvuldig met die getal ure wat hy op 'n volle dag werk, gedeel deur die gewone getal ure wat hy per week werk;
- die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon, volgens (a) hierbo bepaal, deur 46 te deel.

(4) *Afloskaasmaker.*—Uitgesonderd die loon voorgeskryf vir 'n afloskaasmaker, moet hy, wanneer van hom vereis word om by 'n ander inrigting te gaan werk, deur die betrokke werkgewer voorsien word van vervoer, of moet aan hom redelike reiskoste na en van daardie inrigting betaal word, en terwyl hy daar werksaam is, moet losies en inwoning kosteloos aan hom verskaf word.

(5) *Verantwoordelikheidstoelae.*—Indien van 'n werknemer in enige van die ondergenoemde klasse vereis word om in 'n bestuurdershoedanigheid op te tree bo en behalwe die werksaamhede wat gewoonlik verbonde is aan die bepaalde soort werk wat hy gewoonlik of hoofsaaklik doen, moet hy, benewens die loon hierin voorgeskryf, 'n spesiale toelae, teen die tariewe soos hieronder uiteengesit, ontvang:—

Per

maand.

£ s. d.

- | | | | |
|---|----|----|---|
| (a) Bottermakers en/of roomgradeerders | 10 | 0 | 0 |
| (b) Kaasmakers in inrigtings met 'n produksie-omvang van— | | | |
| (i) meer as 150,000 tot en met 200,000 lb. | 2 | 10 | 0 |
| (ii) meer as 200,000 tot en met 500,000 lb. | 5 | 0 | 0 |
| (iii) meer as 500,000 lb. | 7 | 10 | 0 |

'n Werkgewer moet, op versoek van die Raad die produksie-omvang van sy inrigting aan die Raad voorlê vir sertifisering en nadat die Raad behoorlik ondersoek ingestel het, moet sy sertifikaat vir die toepassing hiervan as finaal beskou word; indien versuim word om so 'n opgawe, binne een kalendermaand na die Raad se versoek, of binne sodanige langer tydperk as wat die Raad na goeë dunske vasstel, in te dien, moet dit beskou word da die produksie-omvang meer as 500,000 lb. is.

(6) *Bestaande lone mag nie verlaag word nie.*—Niks wat in hierdie Ooreenkoms voorkom, kan die loon wat te eniger tyd aan 'n werknemer betaal word, of waarop hy geregtig was voor die inwerkingtreding van hierdie Ooreenkoms, verlaag nie.

(7) *Differensiële loon.*—As van 'n werknemer in een klas vereis word om vir 'n dag, of meer as 'n uur gedurende 'n dag, werk van 'n ander klas te verrig waarvoor teen 'n hoër skaal betaal moet word, moet hy vir daardie dag teen die hoër skaal besoldig word.

5. BETALING VAN BESOLDIGING.

(1) *Besoldiging maandeliks of weekliks betaalbaar.*—Die besoldiging van werknemers is maandeliks of weekliks verskuldig en betaalbaar, na keuse van die werkgewer, of soos wedersyds tussen hom en sy werknemer ooreengekom word; met dien verstande dat 'n los werknemer of 'n werknemer wie se diens eindig voor die gewone betaaldag, betaal moet word by beëindiging van sy diens. Besoldiging moet binne drie dae na beëindiging van elke voltooide tydperk ten opsigte waarvan besoldiging betaalbaar is, betaal word.

(2) *Premies.*—Geen betaling vir werkverskaffing aan of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(3) *Koop van goedere.*—'n Werkgewer kan nie van 'n werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(4) *Losies en inwoning.*—Behoudens soos anders in hierdie Ooreenkoms of 'n wet bepaal, kan 'n werkgewer nie van sy werknemer vereis om losies en/of inwoning van hom of van 'n persoon of plek wat hy aanwys, aan te neem nie.

(5) *Boetes en aftrekkings.*—'n Werkgewer kan geen aftrekkings van die bedrag aan sy werknemer verskuldig, maak of toelaat dat dit gemaak word nie, uitgesonderd die volgende:—

- As 'n werknemer van sy werk afwesig is, uitgesonderd op besoldigde vakansiedae waarvoor voorsiening in klousule 9 van hierdie Ooreenkoms gemaak is, 'n pro rata bedrag vir die tydperk van die afwesigheid;
- met die skriftelike toestemming van sy werknemer, aftrekkings vir verlof, siekte, versekerings, voorsorg- of pensioenfondse, of vir bydraes aan werknemersorganisasies kragtens klousule 16 van hierdie Ooreenkoms;
- bydraes aan die fondse van die Raad kragtens klousule 15 van hierdie Ooreenkoms;

(d) any amount which an employer, by any law or any order of any competent court is required or permitted to pay for and on behalf of an employee;

(e) any amount permitted or agreed to in terms of sub-clause (6) hereof;

(6) *Deductions for Quarters and Other Benefits.*—Whenever an employee agrees or is required in terms of any law to accept any of the benefits herein referred to, the following deductions may be made from his remuneration:—

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

- (i) for lodging or quarters, a maximum monthly deduction of £5;
- (ii) for rations such as milk, cheese and butter, a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and
- (iii) for fuel, a deduction not exceeding the cost price thereof to the employer.

(b) in the case of labourers and the class described in clause 4 (1) as "employees not elsewhere specified herein", a deduction not exceeding the amounts specified hereunder:—

	Per Week.		Per Month.	
	s.	d.	£	s. d.
Lodging and Quarters	2	0	0	8 8
Board	4	0	0	17 4
Board and Lodging	6	0	1	6 0

(7) Every employer shall at all times keep an Hours and Wages Record as required under Regulation 7 of the Industrial Conciliation Act, 1937.

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

6. HOURS OF WORK AND OVERTIME.

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

- (a) 46 hours in any week of not more than six days; and
- (b) 8 hours in any day.

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

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

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

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

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

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

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

(ii) Employees for whom wages are prescribed under clause 4 (1) (xvi) shall only be entitled to overtime payment if instructed to perform extra duty outside their normal working hours, provided that a minimum payment for two hours shall be paid to an employee in this class if he is required to carry out extra duties after he has checked off.

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

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

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

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

(d) enige bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig is of toegelaat word om namens sy werknemer te betaal;

(e) enige bedrag wat toegelaat word of waaroor ooreengekom is kragtens subklousule (6) hiervan.

(6) *Aftekings vir inwoning en ander voordele.*—As 'n werknemer toestem of kragtens 'n wet verplig is om enige van die voordele wat hierin genoem word, aan te neem, kan die volgende bedrae van sy loon afgetrek word:—

(a) In die geval van werknemers, uitgesonderd werknemers wat in paragraaf (b) hiervan genoem word—

- (i) vir inwoning of kwartiere, 'n maksimum maandelikse aftrekking van £5;
- (ii) vir rantsoene soos melk, kaas en botter, 'n aftrekking van hoogstens die besondere werkgewer se groothandel-verkoopprys vir sodanige goedere;
- (iii) vir brandstof, 'n aftrekking van hoogstens die werkgewer se kosprys daarvoor.

(b) In die geval van arbeiders en die klas in klousule 4 (1) omskryf as „werknemers nie elders hierin gespesifiseer nie”, aftekkings van hoogstens die volgende bedrae:—

	Per week.		Per maand.	
	s. d.	£	s. d.	£
Inwoning	2	0	0	8 8
Losies	4	0	0	17 4
Losies en inwoning	6	0	1	6 0

(7) Elke werkgewer moet te alle tye 'n tyd- en loonregister byhou soos by regulasie 7 van die Nywerheid-versoeningswet, 1937, bepaal.

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

6. WERKURE EN OORTYD.

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

- (a) 46 uur per week van hoogstens ses dae; en
- (b) 8 uur per dag.

(2) *Werkdag.*—Die werkure moet binne hoogstens twaalf uur per dag val.

(3) *Etensonderbrekings.*—'n Werknemer moet minstens 30 minute toegestaan word vir elke maaltyd wat binne sy werkure val en geen werknemer mag langer as vyf uur aaneen werk sonder 'n pouse van ten minste een uur nie. Alle etensonderbrekings is inbegrepe in die werkdag, maar kan nie as deel van die gewone werkure of oortyd beskou word nie; met dien verstande dat vir die toepassing van hierdie subklousule werktye wat onderbreek word deur 'n pouse van minder as een uur, as aanenlopend beskou moet word.

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

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

en gedurende so 'n ruspouse kan die werknemer nie verplig of toegelaat word om werk te verrig nie, en sodanige ruspouse moet beskou word as deel van die gewone werkure.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens soos bepaal in subklousule (3) and (4) hiervan, is alle werkure agtereenvolgend.

(6) *Oortyd.*—(i) Alle tyd bo die getal ure in subklousule (1) vir 'n dag of 'n week voorgeskryf, word as oortyd beskou.

(ii) Werknemers vir wie lone in klousule 4 (1) (xvi) voorgeskryf word, is slegs op oortydbetaling geregtig indien aan hulle opdrag gegee word om ekstra werk te verrig buite hulle gewone werkure; met dien verstande dat 'n minimum besoldiging vir twee uur aan 'n werknemer van hierdie klas betaal moet word indien van hom vereis word om ekstra werk te verrig nadat hy uitgeklok het.

(7) *Beperking van oortyd.*—Geen werkgewer kan sy werknemer verplig of toelaat om—

- (a) langer as tien uur per week; of
- (b) langer as twee uur per dag;

oortyd te werk.

(8) *Vroulike werknemers.*—Geen werkgewer kan 'n vroulike werknemer verplig of toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm.;
- (b) op meer as vyf dae in 'n week na 1-uur;
- (c) meer as twee uur per dag of meer as drie agtereenvolgende dae oortyd;
- (d) op meer as 60 dae per jaar oortyd;
- (e) na voltooiing van haar gewone werkure meer as een uur oortyd op 'n dag te werk nie, tensy hy haar—
 - (i) voor 12-uur middag daarvan kennis gegee het; of
 - (ii) 'n behoorlike ete verskaf het voordat sodanige oortyd begin; of
 - (iii) betyds twee sjielings betaal het om haar in staat te stel om 'n behoorlike ete te verkry voordat sy met oortyd moet begin.

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

(10) *Holidays Regarded as Ordinary Workdays.*—An employee who does not work on any holiday referred to in clause 9 (1) of the Agreement, or who on such holiday works less than his average ordinary working hours for the day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

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

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant an employee annual leave on full pay in accordance with the undermentioned:—

(a) In the case of a labourer, not less than 14 consecutive days' leave;

(b) in the case of every other employee, not less than—

(i) 14 consecutive days' leave for an employee who has completed one year of employment; and

(ii) 21 consecutive days' leave for an employee who has completed two or more years of employment.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

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

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;

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

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

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of commencement of such leave and shall include all allowances normally paid to an employee.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than his ordinary remuneration for the number of days specified hereunder:—

Number of Days Allowed for Each completed Month of Employment.

- | | |
|---|--|
| (a) Labourers and all other classes of employees who have completed not more than two years of employment..... | 1 day. |
| (b) All employees, not being labourers, who have completed more than two years but less than three years of employment..... | 1½ days. |
| (c) All employees, other than labourers, who have completed more than three years of employment | 2 days but not exceeding a total of 21 days. |

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave, the amounts referred to in sub-clause (1) and (4) at the rate of the remuneration he has been receiving immediately before the date of termination of his employment.

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

- absent on leave in terms of sub-clause (1);
- required to undergo training under the South Africa Defence Act, 1912;
- absent from work on instructions of or at the request of his employer; or
- absent on sick leave in terms of clause 8;

and shall be deemed to commence—

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

(9) *Besoldiging vir oortyd.*—'n Werkgever moet sy werknemer ten opsigte van alle oortyd besoldig teen minstens 1½ maal sy gewone loon; met dien verstande dat as oortyd bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, dié basis aangeneem moet word wat die grootste bedrag vir oortyd gedurende die week gee.

(10) *Vakansiedae as gewone werkdade beskou.*—Indien 'n werknemer nie op 'n vakansiedag in klousule 9 (1) van die Ooreenkoms genoem, werk nie, of op die vakansiedag minder as sy gemiddelde gewone werkure vir die dag van die week werk, moet dit beskou word dat hy sy gemiddelde gewone werkure op daardie dag gewerk het.

(11) *Voorbehoude.*—Subklousule (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wanneer hy werk verrig wat noodsaaklik gemaak is deur 'n ontwinging van installasie of masjinerie of ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgever aan 'n werknemer jaarlikse verlof teen volle besoldiging toestaan in ooreenstemming met die volgende:—

(a) In die geval van 'n arbeider, minstens 14 agtereenvolgende dae; en

(b) in die geval van ander werknemers minstens—

(i) 14 agtereenvolgende dae in die geval van 'n werknemer wat een jaar diens voltooi het; en

(ii) 21 agtereenvolgende dae in die geval van 'n werknemer wat twee of meer jare diens voltooi het.

(2) Die verlof in subklousule (1) genoem, moet toegestaan word op 'n tyd wat deur die werkgever vasgestel word, met dien verstande dat—

(i) as die verlof nie reeds eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;

(ii) die verlof nie met siekteverlof toegestaan kragtens klousule 8, of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;

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

(iv) 'n werknemer elke dag geleentheidsverlof met volle besoldiging wat ingevolge sy werknemer se skriftelike versoek gedurende die jaar waarop die jaarlikse verlof betrekking het, aan hom toegestaan is, van die verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof genoem in subklousule (1) moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word, en moet alle toelae wat gewoonlik aan 'n werknemer betaal word, insluit.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende diensjaar by dieselfde werkgever eindig voordat die verlof genoem in subklousule (1), verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand van sodanige tydperk van minder as 'n jaar, minstens sy gewone loon vir die getal dae hieronder gespesifiseer, betaal word:—

Getal dae toegelaat vir elke voltooide maand diens.

- | | |
|--|---|
| (a) Arbeiders en alle ander klasse werknemers wat twee jaar diens voltooi het | 1 dag. |
| (b) Alle werknemers behalwe arbeiders wat meer as twee jaar maar minder as drie jaar diens voltooi het | 1½ dae. |
| (c) Alle werknemers, uitgesonderd arbeiders, wat meer as drie jaar diens voltooi het | 2 dae, maar nie meer as 'n totaal van 21 dae nie. |

(5) 'n Werknemer wie se verlof kragtens subklousule (1) verskuldig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by beëindiging, ten opsigte van verlof die bedrae genoem in subklousules (1) en (4), betaal word en teen die loonskaal waarteen hy betaal is onmiddellik voor die beëindiging van sy diens.

(6) Vir die toepassing van hierdie klousule beteken die uitdrukking „diens” 'n ononderbroke tydperk in die diens van dieselfde werkgever en dit word beskou dat dit alle tydperke insluit wat 'n werknemer—

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

(b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;

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

(d) met siekteverlof kragtens klousule (8) afwesig is;

en dat dit begin—

- in die geval van 'n werknemer wat voordat hierdie Ooreenkoms in werking getree het, op verlof kragtens 'n wet geregtig geword het, van die datum af waarop sodanige werknemer laaste tot verlof kragtens die wet geregtig geword het;

- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

(1) An employer shall grant to an employee after one month's employment with him and who is absent from work through sickness or accident, not caused by his own negligence or misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave in the aggregate during one year of continuous employment with him and shall pay to him in respect of any period of absence in terms hereof not less than the remuneration he would have received had he worked during such period.

(2) Where employees, other than those for whom wages are prescribed in clause 4 (1) (xvii) of the Agreement, do not take sick leave for a period of two years; they shall be entitled to a maximum of one month's sick leave during the third year.

(3) An employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, and failing the production of such a certificate confirmatory of the employee's claim, within three days of demand or the date of resuming employment, no sick leave for such period shall be paid for.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, the Day of the Covenant and Christmas Day; provided that he may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual employee works on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay to him for each such day, in addition to the minimum wage payable to him in terms of clause 4 of this Agreement—

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

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

(3) *Sundays.*—No employer shall permit or require an employee to work on a Sunday except with the prior approval of the Council and under such conditions as the Council may prescribe; provided that, if an employee works on a Sunday, the time so worked by him shall not be regarded as overtime and his employer shall either—

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

10. OVERALLS AND PROTECTIVE CLOTHING.

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

11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES.

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

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

(3) An employer shall pay an employee who performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, the rate of remuneration for the whole day on which such work is performed, which is prescribed to be payable herein before to the employee qualified or entitled to perform the said class of work.

- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van die Ooreenkoms in diens was en op wie 'n wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie op verlof kragtens dié wet geregtig geword het nie, van die datum af waarop sy diens begin het;
- (iii) in die geval van elke ander werknemer, van die datum af waarop hy by sy werkgever in diens getree het of, na gelang van die jongste, die datum waarop hierdie Ooreenkoms in werking getree het.

8. SIEKTEVERLOF.

(1) Na een maand diens by hom moet 'n werkgever aan sy werknemer wat van sy werk afwesig is weens siekte of ongeluk, nie deur eie nalatigheid of wangedrag veroorsaak nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaal word, altesame twee weke siekteverlof gedurende 'n jaar ononderbroke diens by hom toestaan, en hom ten opsigte van enige afwesigheid kragtens die bepaling hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het.

(2) Ingeval werknemers, uitgesonderd dié vir wie lone in klousule 4 (1) (xvii) van die Ooreenkoms voorgeskryf word, nie siekteverlof oor 'n tydperk van twee jaar neem nie, is hulle geregtig op 'n maksimum van een maand siekteverlof gedurende die derde jaar.

(3) 'n Werknemer kan ten opsigte van elke afwesigheid waarvoor betaling gevorderd word, 'n sertifikaat eis wat deur 'n geregistreerde dokter geteken is en wat die aard en duur van die siekte vermeld, en as sodanige sertifikaat ter bevestiging van die werknemer se aanspraak nie binne drie dae nadat die werkgever daarvoor gevra het, of nadat die werknemer weer diens aanvaar het, voorgelê word nie, hoef geen siekteverlofbetaling vir sodanige tydperk gedoen te word nie.

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

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag; met dien verstande dat van hom vereis kan word om op enige sodanige dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom bo en behalwe die minimum loon aan hom betaalbaar kragtens klousule 4 van hierdie Ooreenkoms, ten opsigte van sodanige dag soos volg betaal:—

- (i) 'n kwart van 'n dag se loon indien hy minder as twee uur op daardie dag gewerk het; of
- (ii) een dag se loon indien hy twee uur of meer op daardie dag gewerk het.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir sodanige dag minstens die dagloon wat in klousule 4 vir 'n los werknemer voorgeskryf word, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon gedeel deur agt.

(3) *Sondae.*—Geen werkgever kan sy werknemer verplig of toelaat om op Sondag te werk nie, uitgesonderd met voorafgaande goedkeuring van die Raad en op voorwaardes wat die Raad bepaal; met dien verstande dat indien 'n werknemer op 'n Sondag werk, die tyd aldus deur hom gewerk nie as oortyd beskou moet word nie, en sy werkgever hom of—

- (a) minstens dubbel sy loon vir 'n gewone werkdag moet betaal; of
- (b) hom vir elke uur of gedeelte van 'n uur aldus gewerk minstens $1\frac{1}{3}$ maal sy gewone loon betaal ten opsigte van die totale tydperk op so 'n Sondag gewerk, en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan betaal teen minstens sy gewone loon, asof hy op sodanige vakansiedag sy gemiddelde gewone werkeure vir daardie dag van die week gewerk het.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle oorpakke en/of beskermende klere wat hy sy werknemers kan verplig om te dra of kragtens 'n wet of regulasie verplig is om aan hulle te verskaf, kosteloos verskaf en in goeie toestand hou.

11. MINIMUM OUDERDOM EN KWALIFIKASIES VAN WERKNEMERS.

(1) 'n Werkgever mag geen persoon onder die ouderdom van 16 jaar in diens neem nie.

(2) 'n Werkgever mag geen ongekwalifiseerde persoon in 'n hoedanigheid waarvoor 'n kwalifikasie voorgeskryf is, in diens neem nie, tensy met voorafgaande toestemming van die Raad; met dien verstande dat in 'n noodgeval sodanige ongekwalifiseerde werknemer in so 'n hoedanigheid diens kan doen vir 'n totale tydperk van hoogstens ses weke in enige tydperk van drie maande; teen die voorgeskrewe besoldiging vir 'n gekwalifiseerde werknemer, en vir die toepassing hiervan word dit beskou dat 'n noodgeval alleen bestaan wanneer geen gekwalifiseerde werknemer vir indiensneming beskikbaar is nie.

(3) 'n Werkgever moet 'n werknemer wat werk verrig waarvoor hy nie kragtens hierdie Ooreenkoms gekwalifiseer is nie, of wat deur 'n ander klas werknemer verrig behoort te word, vir die hele dag waarop sodanige werk verrig word, betaal soos hierin voorgeskryf is vir 'n werknemer wat gekwalifiseer of geregtig is om die genoemde klas werk te verrig.

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

12. CERTIFICATE OF SERVICE.

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

13. TERMINATION OF SERVICE.

Not less than one calendar month's notice shall be given by an employer or employee to terminate the contract of service; provided that an employer or an employee shall be entitled to terminate the contract of service on not less than—

- (a) one week's notice in the case of a labourer or any other employee whose wages are paid weekly; and
- (b) twenty-four hours' notice in the case of an employee who has completed less than four weeks' service.

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

14. EXEMPTIONS.

(1) Subject to the provisions of sub-section (2) of this clause, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason, provided that no exemption from the provisions of clause 6 (8) of the Agreement shall be granted under this sub-section to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- (a) which is necessitated by an emergency; or
- (b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which 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) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. EXPENSES OF THE COUNCIL.

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

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

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

16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS.

With the written consent of an employee, the employer shall deduct monthly the subscriptions due by such employee to the following Trade Unions:—

National Union of Dairy Industry Employees;
S.A. National Cheesemakers' Union;

both these trade unions being parties to the Agreement. The funds so deducted shall be forwarded to the Secretaries of the respective union within 30 days after the close of the month to which the sum relates.

(4) Waar botter en kaas in dieselfde inrigting gemaak word, kan die betrekkings van bottermaker en kaasmaker nie deur dieselfde werknemer beklee word nie, tensy die Raad se goedkeuring vooraf verkry is.

12. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n arbeider, aan sodanige werknemer 'n dienssertifikaat uitreik wat vermeld: Die volle name van die werkgever en werknemer, die aard van die diens, die aanvangsdatum en die beëindigingsdatum van die kontrak en die skaal van besoldiging by sodanige beëindiging.

13. BEÏNDIGING VAN DIENS.

'n Werkgewer of werknemer moet minstens een kalendermaand diensopsegging gee om 'n dienskontrak te beëindig, met dien verstande dat 'n werkgever of werknemer geregtig is om die dienskontrak te beëindig met diensopsegging van minstens—

- (a) een week in die geval van 'n arbeider of ander werknemer wie se loon weekliks betaal word; en
- (b) 24 uur in die geval van 'n werknemer wat minder as vier weke diens voltooi het.

Hierdie klousule maak nie inbreuk op die reg van 'n werkgever of werknemer om die kontrak sonder diensopsegging te beëindig om 'n goeie rede wat wetlik as voldoende beskou word, nóg op 'n ooreenkoms tussen werkgever en werknemer wat vir 'n langer diensopseggingstermyn as wat hierin bepaal word, voorsiening maak nie. Hierdie artikel is nie op los werknemers van toepassing nie.

14. VRYSTELLING.

(1) Behoudens soos bepaal in subartikel (2) van hierdie artikel, kan die Raad aan of ten opsigte van enige persoon vir 'n goeie of voldoende rede vrystelling van enige van die bepalinge van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousules 6 (8) van die Ooreenkoms kragtens hierdie subartikel verleen kan word aan of ten opsigte van 'n vroulike werknemer wat hande-arbeid verrig nie, behalwe vir werkverrigting—

- (a) wat weens 'n noodgeval veroorsaak word;
- (b) wat nodig is vir voorkoming van verlies van grondstowwe wat reeds behandel word en aan vinnige bederf onderhevig is.

(2) Ten opsigte van 'n persoon aan wie vrystelling kragtens subartikel (1) van hierdie klousule verleen word, stel die Raad die voorwaardes vas waarop en die termyn waarvoor vrystelling van krag is; met dien verstande dat die Raad na goeiedunke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek, of die termyn waarvoor die vrystelling verleen was, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, 'n sertifikaat, deur hom onderteken, uitreik wat vermeld—

- (a) die betrokke persoon se volle naam;
- (b) die bepalinge van die ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, vasgestel kragtens subklousule (2) van hierdie klousule, waarop vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif hou; en
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

15. UITGAWES VAN DIE RAAD.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgever van die besoldiging van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, twee pennies vir elke £1 of gedeelte van £1 besoldiging aftrek. By die bedrag wat aldus afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks, binne 30 dae na die einde van die maand waarop die bedrag betrekking het, aan die Sekretaris van die Raad, Posbus 265, Pretoria, of na 'n ander adres wat die Raad bepaal, stuur.

(2) Iedere werkgever moet ten opsigte van elke maand in, of op 'n vorm wat die Raad voorskryf en verskaf, aan die Raad 'n opgawe stuur van die totale getal werknemers in sy diens en van die totale besoldiging gedurende die betrokke maand aan hulle betaal.

(3) Alle geld wat deur die Raad ontvang word, kom die Raad toe en word deur hom beheer.

16. AFTREKKING VAN VAKVERENIGINGLEDIGELD.

Met die skriftelike toestemming van 'n werknemer moet die werkgever maandeliks die ledigeld aftrek wat deur die werknemer aan die volgende vakverenigings verskuldig is:—

National Union of Dairy Industry Employees.
S.A. National Cheesemakers' Union.

Albei vakverenigings is partye by die Ooreenkoms. Die fondse wat aldus afgetrek word moet maandeliks binne 30 dae na die einde van die maand waarop dit betrekking het, na die onderskeie vakverenigings gestuur word.

17. ADMINISTRATION OF AGREEMENT.

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

18. EXHIBITION OF AGREEMENT.

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages, and in the form prescribed in the regulations under the Act.

19. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL.

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

20. AGENTS.

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

Signed at Pretoria on behalf of the parties on this the Second day of December, 1954.

J. S. FOTHERINGHAM,
Chairman of the Council.
E. SOUTHWORTH,
Vice-Chairman of the Council.
A. S. B. VENTER,
Member of the Council.
P. H. LISHMAN,
Secretary of the Council.

17. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie strydig met die Ooreenkoms is nie.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n duidelik leesbare afskrif van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies ingevolge die Wet en in albei amptelike tale vertoon hou.

19. VERTEENWOORDIGERS VAN WERKNEMERS OP DIE RAAD.

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

20. AGENTE.

Die Raad kan een of meer aangewese persone aanstel om by die toepassing van hierdie Ooreenkoms behulpzaam te wees. 'n Agent kan enige inrigting gedurende werkure betree en kan enige werkgewer of werknemer ondervra en die registers van lone wat betaal is, tyd wat gewerk is en oortydbesoldiging wat betaal is, ondersoek ten einde vas te stel of die Ooreenkoms nagekom word.

Namens die partye op hede, die tweede dag van Desember 1954, in Pretoria onderteken

J. S. FOTHERINGHAM,
Voorsitter van die Raad.
E. SOUTHWORTH,
Ondervoorsitter van die Raad.
A. S. B. VENTER,
Lid van die Raad.
P. H. LISHMAN,
Sekretaris van die Raad.

* No. 960.] [6 May 1955.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Dairy Industry, Union of South Africa, published under Government Notice No. 959 of the 6th May, 1955, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

* No. 960.] [6 Mei 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minsiter van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Suiwelnywerheid, Unie van Suid-Afrika, gepubliseer by Goewermmentskennisgewing No. 959 van 6 Mei 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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