



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 2161.] [31 December 1959.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

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

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, 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 first day of January, 1960, and for the period ending three years from the said date, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in clauses 1, 3 to 15 and 17 and 18 of the said Agreement shall be binding from the first day of January, 1960, and for the period ending three years from the said date, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Union of South Africa and from the first day of January, 1960, and for the period ending three years from the said date, the provisions contained in clauses 1, 3 to 5 (5) (e), 5 (6) to 15 and 17 and 18 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 2161.] [31 Desember 1959.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Suiwelnywerheid betrekking het, vanaf die eerste dag van Januarie 1960 en vir die tydperk wat drie jaar van genoemde datum eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot 15 en 17 en 18 van genoemde Ooreenkoms vanaf die eerste dag van Januarie 1960 en vir die tydperk wat drie jaar van genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot 5 (5) (e), 5 (6) tot 15 en 17 en 18 van genoemde Ooreenkoms vanaf die eerste dag van Januarie 1960 en vir die tydperk wat drie jaar van genoemde datum eindig in die Unie van Suid-Afrika, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewer vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

NATIONAL INDUSTRIAL COUNCIL FOR THE DAIRY INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, 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.

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) and 7 thereof, shall not apply to any employee in receipt of a wage of more than £60 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 sub-section (1) of section forty-eight of the Act, and shall remain in force until 31st December, 1962, 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, 1956, 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, 1956, as amended;
- "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 a 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;
- "boiler attendant" means an employee who, under the supervision of a foreman or assistant foreman is responsible for maintaining the water level and steam pressure of the boiler and who may stoke, draw, rake or slice the fire in such boiler;
- "buttermaker" means a qualified employee who is responsible for the making of butter in a butter factory;
- "butterwrapper" 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;
- "certificated buttermaker" means a qualified employee who is responsible for the making of butter in a butter factory and who is in possession of a Certificate of Proficiency in buttermaking, issued by the Council;
- "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, filing 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 five years' experience;

NASIONALE NYWERHEIDSRAAD VIR DIE SUIWELNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, 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 Suiwelywerheid.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die Unie van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Suiwelywerheid uitoefen 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 op die volgende van toepassing is nie:—

- (a) Motorvoertuigbestuurders in plattelandse gebiede, soos omskryf in hierdie Ooreenkoms;
- (b) arbeiders in halfstedelike 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 klousule 4 (2) en 7 daarvan, nie van toepassing op 'n werknemer, wat 'n loon van meer as £60 per maand ontvang nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasstel, en bly van krag tot 31 Desember 1962, of sodanige ander datum as wat deur die Minister bepaal word.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoenig, 1956, 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 Wet op Nywerheidsversoenig, 1956, soos gewysig;
- „agent”, 'n persoon wat deur die Raad aangestel is om namens die Raad werksaam te wees;
- „assistent-kaasmaker”, 'n gekwalifiseerde werknemer wat 'n 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 al die pligte of party van die pligte van 'n ingenieur, graad A of B, uitvoer, maar wat geen verantwoordelikheid dra vir die behoorlike werking, onderhoud of herstel van installasie en masjinerie in 'n inrigting nie;
- „bottermaker”, 'n gekwalifiseerde werknemer verantwoordelik vir die maak van botter in 'n botterfabriek;
- „bottertoedraaier”, 'n vroulike werknemer wat botter toedraai;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „gesertifiseerde bottermaker”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die maak van botter in 'n botterfabriek en wat in besit is van 'n bekwaamheidsertifikaat in bottermaak, uitgereik deur die Raad;
- „kaasmaker”, 'n gekwalifiseerde werknemer wat verantwoordelik is vir die maak van kaas in 'n kaasfabriek;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk, liasseerwerk, of enige ander soort klerklike werk verrig en sluit 'n magasynmeester, versendingsklerk en telefonis in;
- „klerklike werknemer, manlik, gekwalifiseer”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

"clerical employee, male, unqualified," means a male clerical employee who has had less than five 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 butter 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;

"essential services" means those activities which are necessary to prevent the deterioration of perishable raw materials and butter and/or cheese;

"establishment" means any premises of 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 sphere in which such experience was gained; provided that a clerical employee who, on engagement, has Commercial or Technical qualifications, or who during the course of employment acquires such qualifications, shall be credited with one year's experience for each course successfully completed which normally takes two years to complete;

(b) other employees, the total period or periods of employment which any such employee has had in the Dairy Industry 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 of 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 vehicle;
- (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;

"klerklike werknemer, manlik, ongekwalifiseer," 'n manlike klerklike werknemer met minder as vyf 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;

"roomtoets", '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 bereken vanaf die tydstop waarop die werknemer met sy werk begin;

"ingenieur graad A", 'n werknemer met gespesialiseerde kennis en ondervinding van die installasie en masjinerie wat in botterfabrieke en kaasfabrieke gebruik word, wat sodanige installasie en masjinerie in 'n inrigting oprig en installeer, en, met of sonder ondergeskikte 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 geringe herstelwerk daaraan verantwoordelik is en wat 'n bekwaamheidsertifikaat graad B van die Raad besit;

"noodsaaklike dienste", die werksaamhede wat noodsaaklik is om te verhoed dat bederfbare grondstowwe en botter en/of kaas sleg word;

"inrigting", alle persele of gedeeltes van persele waarin of waarop drie of meer persone in diens is in verband met enige van die werksaamhede soos genoem in die woordomskrywing van "Suiwelnywerheid";

"ondervinding", met betrekking tot—

(a) 'n klerklike werknemer, die totale tydperk of tydperke diens wat sodanige werknemer in die hoedanigheid van klerklike werknemer gehad het, ongeag die gebied waarop die ondervinding opgedoen is; met dien verstande dat 'n klerklike werknemer wat by indiensneming kommersiële of tegniese kwalifikasies besit, of wat gedurende die loop van sy diens sodanige kwalifikasies verwerf, met een jaar ondervinding gekrediteer sal word vir elke suksesvol voltooide kursus wat gewoonlik twee jaar neem om te voltooi;

(b) ander werknemers, die totale tydperk of tydperke diens wat enige sodanige werknemer in die Suiwelnywerheid gehad het in die bepaalde werk wat hy verrig;

met dien verstande dat in die geval van 'n leerlingbottermaker of leerlingkaasmaker, 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, as gelykstaande aan een of twee jaar ondervinding geag moet word 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) rantsoene 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 aanmekeer en met die hand en/of masjien toespyker;

- (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, 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) crowning, 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 of an employee of a higher grade);
- (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;

"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 butter and cheese factories and is employed to assist in the erection installation, operation, maintenance and repair of such plant and machinery in an establishment;

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

"military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, other than a motor car, who collects milk and/or cream from producers and who may be required to be responsible for the loading and unloading of the vehicle; for the keeping of such records as may be required; 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 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. 63 of 1957, and the Dairy Industry Control Act, No. 35 of 1930:—

Class of Employee.	Certificate(s).
1. Buttermaker.....	Certificate to grade and test cream.
2. Certificated buttermaker	Certificate to grade and test cream and Certificate of Proficiency in buttermaking from the Council.
3. Cream grader.....	Certificate to grade cream.
4. Cream tester.....	Certificate to test cream.
5. Milk tester.....	Certificate to test milk.
6. Cheesemaker and assistant cheesemaker	Certificate of Proficiency in cheese-making.

- (13) bakke, kratte of kiste met die hand heelmaak;
- (14) kiste of ander houers vasbind of drade of bande daarom sit;
- (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, ksite, sakke, kartonhouers, dromme of ander pakke aansit;
- (16) tuinwerk (plant, spit, hark, gras sny, strooi, meng, water lei), paaie of paadjies vee;
- (17) diere oppas, drywe, voer of versorg;
- (18) riffelvelselbord- 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 de 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 met die hand aan kanne of houers vasheg;
- (24) kroondoppe, kurkproppe 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 en/of daarvan afhaal;
- (26) blikke, vate, sakke, bottels of ander houers met die hand vol- of leegmaak;
- (27) krane of kleppe oop- of toemaak (onder toesig van 'n hoër graad werknemer);
- (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 kisendrukmasjien voer en daarvan afneem;

„leerlingbottermaker”, 'n werknemer wat botter maak en/of roomtoets en/of room gradeer onder toesig van 'n bottermaker;

„leerlingkaasmaker”, 'n werknemer wat kaasmaak 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 'n mate van praktiese kennis dra van die installasie en masjienerie in botterfabrieke en kaasfabrieke en wat met die opsig, installeer, bediening, instandhouding en herstel daarvan in 'n inrigting behulpsaam is;

„melktoetsers”, 'n gekwalifiseerde werknemer wat vir die toets van melk verantwoordelik is;

„militêre opleiding”, die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„motorwerktuigbestuurder”, 'n werknemer wat 'n motorvoertuig, uitgesonderd 'n motorkar, bestuur en wat melk en/of room by produsente gaan haal, en van wie vereis kan word om verantwoordelik te wees vir die laai en aflaai van die voertuig en die hou van die nodige aantekeninge; vir lopende herstelwerk aan die voertuig in sy sorg, en alle sodanige ander dienste wat voortvloei uit die gewone gebruik van die voertuig;

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

„oortyd”, enige tydperk wat 'n werknemer vir sy werkgewer werk bo die gewone ure soos bepaal in kousule 6 van hierdie Ooreenkoms;

„gekwalifiseerde 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 Wet op die Suiwelnywerheid, No. 63 van 1957, en die Wet op die Beheer van die Suiwelnywerheid, No. 35 van 1930:—

Klas werknemer.	Sertifikaat (sertifikate).
1. Bottermaker.....	Roomgradering- en roomtoets-sertifikaat.
2. Gesertifiseerde bottermaker	Roomgradering- en roomtoets-sertifikaat en sertifikaat van bekwaamheid in die maak van botter, van die Raad.
3. Roomgradeerder.....	Roomgraderingsertifikaat.
4. Roomtoetsers.....	Roomtoetssertifikaat.
5. Melktoetsers.....	Melktoetssertifikaat.
6. Kaasmaker en assistent-kaasmaker	Sertifikaat van bekwaamheid in die maak van kaas.

"remuneration" means any payments 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;

"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;

"watchman" means an employee who is engaged in guarding premises or property during the day or night.

(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 the Cape, 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.

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 three years of experience.....	47 10 0
(ii) Certificated buttermaker.....	55 0 0
(iii) Cream grader.....	42 10 0
(iv) Cheesemaker.....	37 10 0
After three years of experience.....	42 10 0
After five years of experience.....	47 10 0
(v) Engineer, grade A.....	50 0 0
(vi) Engineer, grade B.....	40 0 0
(vii) Assistant, Engineer, grade A.....	37 10 0
(viii) Assistant Engineer, grade B.....	30 0 0
(ix) Assistant cheesemaker—	
During first year of experience.....	24 0 0
During second year of experience.....	26 0 0
During third year of experience.....	28 0 0
During fourth year of experience.....	30 0 0
After fourth year of experience.....	32 0 0
(x) Cream tester—	
During first year of experience.....	21 0 0
During second year of experience.....	25 0 0
During third year of experience.....	30 0 0
During fourth year of experience.....	35 0 0
After fourth year of experience.....	40 0 0
(xi) Learner buttermaker—	
During first year of experience.....	14 7 6
During second year of experience.....	17 5 0
After second year of experience.....	21 0 0
(xii) 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
During fourth year of experience.....	25 0 0
After fourth year of experience.....	28 0 0
(xiii) Milk tester—	
During first year of experience.....	17 5 0
During second year of experience.....	20 2 6
During third year of experience.....	25 0 0
After third year of experience.....	28 0 0
(xiv) Machine handyman.....	30 0 0

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

"korttyd", 'n tydelike vermindering in die getal werkure as gevolg van bedryfslepte, tekort aan grondstowwe of vervoer, ongunstige weersomstandighede of 'n algemene onklaaraking van installasie en masjienerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval;

"werkdag", met betrekking tot enige werknemer, die tydperk in enige enkele dag bereken vanaf die tydstop wat die betrokke werknemer begin werk tot die tydstop waarop hy sy werk vir dié dag beëindig;

"loon", die gedeelte van die besoldiging wat in klausule 4 (1) van hierdie Ooreenkoms bepaal word en wat in kontant aan 'n werknemer betaalbaar is ten opsigte van dié gewone werkure in 6 (1) hiervan bepaal;

"wag", 'n werknemer wat persele of eiendom gedurende die dag of die nag bewaak.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, moet dit geag 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 landdrosdistrikte Klerksdorp, Krugersdorp, Randfontein, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Pretoria in Transvaal;
- die landdrosdistrikte Durban, Pinetown en Pietermaritzburg in Natal;
- die landdrosdistrik Bloemfontein in die Oranje-Vrystaat; en
- die landdrosdistrikte Kaapstad, Wynberg, Simonstad, Bellville, Port Elizabeth en Oos-Londen en die munisipale gebied Kimberley in die Kaapprovinsie;

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

„plattelandse gebiede”, alle gebiede wat nie of onder stedelike of halfstedelike gebiede ingesluit is nie.

4. BESOLDIGING.

(1) Die minimum maandloon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers moet betaal, moet bereken word volgens die skaal wat hieronder uiteengesit word:—

Klas werknemer.	Maandloon. £ s. d.
(i) Bottermaker.....	42 10 0
Na drie jaar ondervinding.....	47 10 0
(ii) Gesertifiseerde bottermaker.....	55 0 0
(iii) Roomgradeerder.....	42 10 0
(iv) Kaasmaker.....	37 10 0
Na drie jaar ondervinding.....	42 10 0
Na vyf jaar ondervinding.....	47 10 0
(v) Ingenieur, graad A.....	50 0 0
(vi) Ingenieur, graad B.....	40 0 0
(vii) Assistent-ingenieur, graad A.....	37 10 0
(viii) Assistent-ingenieur, graad B.....	30 0 0
(ix) Assistent-kaasmaker—	
Gedurende eerste jaar ondervinding.....	24 0 0
Gedurende tweede jaar ondervinding.....	26 0 0
Gedurende derde jaar ondervinding.....	28 0 0
Gedurende vierde jaar ondervinding.....	30 0 0
Na vierde jaar ondervinding.....	32 0 0
(x) Roomtoetser—	
Gedurende eerste jaar ondervinding.....	21 0 0
Gedurende tweede jaar ondervinding.....	25 0 0
Gedurende derde jaar ondervinding.....	30 0 0
Gedurende vierde jaar ondervinding.....	35 0 0
Na vierde jaar ondervinding.....	40 0 0
(xi) Leerlingbottermaker—	
Gedurende eerste jaar ondervinding.....	14 7 6
Gedurende tweede jaar ondervinding.....	17 5 0
Na tweede jaar ondervinding.....	21 0 0
(xii) Leerlingkaasmaker—	
Gedurende eerste jaar ondervinding.....	14 7 6
Gedurende tweede jaar ondervinding.....	17 5 0
Gedurende derde jaar ondervinding.....	20 2 6
Gedurende vierde jaar ondervinding.....	25 0 0
Na vierde jaar ondervinding.....	28 0 0
(xiii) Melktoetser—	
Gedurende eerste jaar ondervinding.....	17 5 0
Gedurende tweede jaar ondervinding.....	20 2 6
Gedurende derde jaar ondervinding.....	25 0 0
Na derde jaar ondervinding.....	28 0 0
(xiv) Masjiendhandlang.....	30 0 0

<i>Class of Employee.</i>	<i>Wage per Month.</i>		
	£	s.	d.
(xv) Clerical employee—			
Male qualified.....	25	0	0
Male unqualified—			
During first year of experience.....	14	0	0
During second year of experience.....	16	0	0
During third year of experience.....	18	0	0
During fourth year of experience.....	20	0	0
During fifth year of experience.....	22	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
(xvi) Butterwrappers, female, engaged in—			
(a) Urban areas.....	11	10	0
(b) Semi-urban areas.....	10	2	6
(c) Rural areas.....	8	12	6
(xvii) Motor vehicle driver engaged in—			
(a) Urban areas—			
During first year of employment.....	20	2	6
After first year of employment.....	21	12	6
(b) Semi-urban areas—			
During first year of employment.....	17	5	0
During second year of employment.....	20	2	6
After second year of employment.....	21	12	6
(xviii) Labourer engaged in urban areas—			
(a) Of the age of 18 years and over during first year of operation of this Agreement	8	0	0
Thereafter.....	8	15	6
(b) Under the age of 18 years.....	6	12	2
(xix) Boiler Attendant, engaged in urban areas.....	10	5	10
(xx) Watchman, engaged in urban areas.....	10	5	10
(xxi) Employees not elsewhere specified herein, who are engaged in—			
(a) Urban areas.....	10	16	8
(b) Semi-urban areas.....	6	5	0
(c) Rural areas.....	5	0	0
(xxii) 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 wages exceeds £2. 10s. per week or £10. 16s. 8d. per month, shall be paid a cost of living allowance calculated on his ordinary monthly wage in accordance with the following table—

<i>Total Monthly Wage.</i>	<i>Monthly Cost of Living Allowance.</i>		
	£	s.	d.
Above £10. 16s. 8d., but not exceeding £11. 18s. 4d....	13	2	2
Above £11. 18s. 4d. but not exceeding £13. 0s. 0d....	13	13	7
Above £13. 0s. 0d., but not exceeding £14. 1s. 8d....	14	4	9
Above £14. 1s. 8d., but not exceeding £15. 3s. 4d....	14	16	1
Above £15. 3s. 4d., but not exceeding £16. 5s. 0d....	15	7	4
Above £16. 5s. 0d., but not exceeding £17. 6s. 8d....	15	18	8
Above £17. 6s. 8d.....	16	9	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 paid to an employee shall at no time be less than that laid down in War Measure No. 43 of 1942, as amended from time to time.

(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 monthly wage by four and one-third; and
- the daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by—
 - six, in the case of an employee who works a six-day week; and
 - seven, in the case of an employee who works a seven-day week;
- 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 forty-six.

(4) *Responsibility Allowances.*—An employee in any of the unmentioned classes, if required to undertake any function of managerial nature in addition to the duties ordinarily associated with the particular occupation in which he is normally or mainly

<i>Klas werknemer.</i>	<i>Maandloon.</i>		
	£	s.	d.
(xv) Klerklike werknemer—			
Manlik, gekwalifiseer.....	25	0	0
Manlik, ongekwalifiseer—			
Gedurende eerste jaar ondervinding.....	14	0	0
Gedurende tweede jaar ondervinding.....	16	0	0
Gedurende derde jaar ondervinding.....	18	0	0
Gedurende vierde jaar ondervinding.....	20	0	0
Gedurende vyfde jaar ondervinding.....	22	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
(xvi) Bottertoedraaier, vroulik, werksaam in—			
(a) Stedelike gebiede.....	11	10	0
(b) Halfstedelike gebiede.....	10	2	6
(c) Plattelandse gebiede.....	8	12	6
(xvii) Motorvoertuigbestuurder, werksaam in—			
(a) Stedelike gebiede—			
Gedurende eerste jaar diens.....	20	2	6
Na eerste jaar diens.....	21	12	6
(b) Halfstedelike gebiede—			
Gedurende eerste jaar diens.....	17	5	0
Gedurende tweede jaar diens.....	20	2	6
Na tweede jaar diens.....	21	12	6
(xviii) Arbeider, werksaam in stedelike gebiede—			
(a) 18 jaar en ouer—			
Gedurende eerste jaar van die duur van hierdie Ooreenkoms.....	8	0	0
Daarna.....	8	15	6
(b) Onder 18 jaar.....	6	12	2
(xix) Stoomketelbediener, werksaam in stedelike gebiede.....	10	5	10
(xx) Wag, werksaam in stedelike gebiede.....	10	5	10
(xxi) Werknemers wat nie elders hierin gespesifiseer is nie, werksaam in—			
(a) Stedelike gebiede.....	10	6	8
(b) Halfstedelike gebiede.....	6	5	0
(c) Plattelandse gebiede.....	5	0	0
(xxii) 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) *Lewenskostetoelae.*—Benewens die lone hierin voorgeskryf, moet elke werkgever aan sy werknemers lewenskostetoelae betaal soos voorgeskryf in Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat aan elke werknemer wie se besoldiging meer as £2. 10s. per week of £10. 16s. 8d. per maand bedra, 'n lewenskostetoelae, bereken op sy gewone maandelikse besoldiging ooreenkomstig die volgende tabel, betaal moet word:—

<i>Totale maandloon.</i>	<i>Maandelikse lewenskostetoelae.</i>		
	£	s.	d.
Meer as £10. 16s. 8d., maar hoogstens £11. 18s. 4d....	12	2	2
Meer as £11. 18s. 4d., maar hoogstens £13. 0s. 0d....	13	13	7
Meer as £13. 0s. 0d., maar hoogstens £14. 1s. 8d....	14	4	9
Meer as £14. 1s. 8d. maar hoogstens £15. 3s. 4d....	14	16	1
Meer as £15. 3s. 4d. maar hoogstens £16. 5s. 0d....	15	7	4
Meer as £16. 5s. 0d., maar hoogstens £17. 6s. 8d....	15	18	8
Meer as £17. 6s. 8d.....	16	9	9

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

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

- die toelae van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy gewone maandloon deur vier en 'n derde te deel; en
- die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon te deel deur—
 - ses, in die geval van 'n werknemer wat 'n sesdagweek werk; en
 - sewe, in die geval van 'n werknemer wat 'n sewedagweek werk;
- die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon, soos volgens (a) hierbo bepaal, deur 46 te deel.

(4) *Verantwoordelikheidstoelae.*—Indien van 'n werknemer in enige van 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 ge-

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.....	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.

(5) *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.

(6) *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 for more than two hours in the aggregate 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 arrears 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 or 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:—

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

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

(c) contributions to the funds of the Council, in terms of Clause 15 of this Agreement;

(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; with the specific understanding that the common law principle of set-off will apply;

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

(f) with the written consent of an employee deductions for subscriptions to the funds of the trade unions in terms of clause 16 of this Agreement, may be made.

(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 monthly deduction not exceeding £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 employees receiving a monthly basic wage not exceeding £10. 16s. 8d., a deduction not exceeding the amount specified hereunder:—

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

(7) Every employer shall at all times keep an Hours and Wages Record as required under Regulation 8 of the Industrial Conciliation Act, 1956, as amended.

woonlik of hoofsaaklik doen, moet hy, benewens die loon hierin voorgeskryf, 'n spesiale toelae, teen die skaal soos hieronder uiteengesit, van sy werkgever 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 lb. tot 200,000 lb.....	2 10 0
(ii) Meer as 200,000 lb. tot 500,000 lb.....	5 0 0
(iii) Meer as 500,000 lb.....	7 10 0

'n Werkgever 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 geag 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 goeddunke vasstel, in te dien, word dit geag dat die produksie-omvang meer as 500,000 lb. is.

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

(6) *Differensiële loon.*—As van 'n werknemer in een klas vereis word om vir enige dag of altesaam meer as twee uur gedurende sodanige 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 werkgever, of soos wedersyds tussen hom en sy werknemer ooreengekom word; met dien verstande dat 'n los werknemer of 'n werknemer wie se diens beëindig is 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 op'eiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

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

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

(a) Behalwe waar andersins in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, andersins as op bevel of op versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die loon wat sodanige werknemer ten tye daarvan ten opsigte van sy gewone werkure ontvang het;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte-, mediese bystand-, versekerings-, voorsorgs of pensioenfondse;

(c) bydraes aan die fondse van die Raad ingevolge klousule 15 van hierdie Ooreenkoms;

(d) enige bedrag wat 'n werkgever by enige wet of bevel van enige bevoegde hof verplig is of toegelaat word om vir en namens sy werknemer te betaal; met die duidelike verstandhouding dat die gemeenregbeginsel van teëvordering van toepassing is;

(e) enige bedrag wat toegelaat word, of waaroor ingevolge sub-klousule (6) hiervan ooreengekom is;

(f) met die skriftelike toestemming van 'n werknemer aftrekkings vir ledegeld aan die fondse van die vakverenigings ingevolge klousule 16 van hierdie Ooreenkoms.

(6) *Aftrekkings vir kwartiere en ander voordele.*—As 'n werknemer instem of ingevolge 'n wet verplig is om enige van die voordele wat hierin genoem word, aan te neem, mag die volgende bedrae van sy besoldiging afgetrek word:—

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

(i) vir huisvesting of kwartiere 'n maandelikse aftrekking van hoogstens £5;

(ii) vir rantsoene soos melk, kaas en botter, 'n aftrekking van hoogstens die besondere werkgever se groothandelverkoopsprys vir sodanige goedere;

(iii) vir brandstof, 'n aftrekking van hoogstens die kosprys wat die werkgever daarvoor betaal;

(b) in die geval van arbeiders en werknemers wat 'n basiese maandloon van hoogstens £10. 16s. 8d. ontvang, 'n aftrekking van hoogstens die bedrag hieronder uiteengesit:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Huisvesting en kwartiere.....	0 2 0	0 8 8
Etes.....	0 4 0	0 17 4
Etes en huisvesting.....	0 6 0	1 6 0

(7) Elke werkgever moet te alle tye 'n tyd- en loonreëster byhou soos by regulasie 8 van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal.

(8) Details of amounts due for ordinary time worked, overtime worked, all allowances paid and authorised deductions made 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) (xvii) 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 completion of his ordinary duties.

(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 on more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has:
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such 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.

(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) *Savings:*—

- (a) 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.
- (b) The provisions of this clause shall not apply to watchmen.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months' employment with him—

- (a) in the case of a labourer, not less than 12 working days' or 14 consecutive days' leave for each completed twelve months' employment; and
- (b) in the case of a watchman, not less than 21 consecutive days' leave in respect of each completed twelve months' employment; and

(8) Besonderhede van bedrae verskuldig vir gewone tyd en oortyd gewerk, alle toelae betaal en gemagtigde aftrekkings gemaak moet aan werknemers beskikbaar gestel word.

6. WERKURE EN OORTYD.

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

- (a) 46 uur in enige week van hoogstens ses dae; en
- (b) 8 uur in enige 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 ete wat binne sy werkure val en geen werknemer mag langer as vyf uur aaneen werk sonder 'n pouse van minstens een uur nie. Alle etensonderbrekings is inbegrepe in die werkdag, maar word nie as deel van die gewone werkure of oortyd geag nie; met dien verstande dat vir die toepassing van hierdie subklousule werktye wat onderbreek word deur 'n pouse van minder as een uur, as aaneenlopend beskou moet word.

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

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

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

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

(6) *Oortyd:*—

- (i) Alle tyd deur 'n werknemer gewerk bo die getal ure in subklousule (1) vir 'n dag of 'n week voorgeskryf, word as oortyd beskou.
- (ii) Werknemers vir wie lone by klousule 4 (1) (xvii) 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 betaling vir twee uur aan 'n werknemer van hierdie klas betaal moet word indien van hom vereis word om ekstra werk te verrig na voltooiing van sy gewone pligte.

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

- (a) langer as tien uur in enige week; of
- (b) langer as twee uur op enige dag—

oortyd te werk nie.

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in enige week na 1-uur nm. te werk nie;
- (c) meer as twee uur op enige dag of meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) op meer as 60 dae in enige jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure meer as een uur op enige dag oortyd te werk nie, tensy hy aan sodanige werknemer—
 - (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 ete te verkry voordat sodanige oortyd begin.

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

(10) *Voorbehoudsbepalings:*—

- (a) Die bepaling van subklousules (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik gemaak is deur 'n onklaar-raking van installasie of masjienerie of ander onvoorsiene noodgeval nie.
- (b) Die bepaling van hierdie klousule is nie op wagte van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousule (2) moet 'n werk-gewer aan sy werknemer, uitgesonderd 'n los werknemer, ten op-sigte van elke voltooide tydperk van twaalf maande diens by hom—

- (a) in die geval van 'n arbeider, minstens 12 werkdag of 14 agtereenvolgende dae verlof toestaan vir elke voltooide twaalf maande diens; en
- (b) in die geval van 'n wag, minstens 21 agtereenvolgende dae verlof toestaan ten opsigte van elke voltooide twaalf maande diens; en

- (c) in the case of every other employee, not less than—
- 12 working days' or 14 consecutive calendar days' leave in respect of the first completed twelve months' employment; and
 - 18 working days' or 21 consecutive calendar days' leave in respect of each succeeding completed twelve months' employment;

at the rate of pay the employee was receiving immediately prior to proceeding on leave.

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

- if such leave has not been granted earlier it shall be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- 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 Defence Act, 1957;
- if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- 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 remuneration for the number of days specified hereunder:—

*Number of days
allowed for
each completed
Month of employ-
ment.*

- | | |
|---|--|
| (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-clauses (1) and (4) and 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 Defence Act 1957;
- 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;
- 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;
- 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.

(c) in die geval van elke ander werknemer, minstens—

- 12 werkdade of 14 agtereenvolgende kalenderdae verlof toestaan ten opsigte van die eerste voltooide twaalf maande diens; en
- 18 werkdade of 21 agtereenvolgende kalenderdae verlof toestaan ten opsigte van elke daaropvolgende voltooide twaalf maande diens

teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voordat hy met verlof gegaan het.

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

- indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word sodat dit binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, begin of, indien die werkgever en sy werknemer daaroor ooreengekom het, kan die tydperk waarin sodanige verlof toegestaan moet word, verleng word tot 'n tydperk van hoogstens ses maande, bereken vanaf voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- die tydperk van sodanige verlof nie met siekteverlof toegestaan kragtens klousule 8, of met enige tydperk waarin die werknemer verplig is om opleiding kragtens die Verdedigingswet, 1957, te ondergaan, mag saamval nie;
- indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- 'n werkgever enige dag geleentheidsverlof wat met volle besoldiging op sy werknemer se skriftelike versoek gedurende die jaar waarop die jaarlikse verlof betrekking het aan hom toegestaan is, teen sodanige verloftydperk kan verreken.

(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 toelaes wat gewoonlik aan 'n werknemer betaal word, insluit.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige 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 dié 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 hoogstens 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 wat op 'n tydperk van verlof geregtig geword het ingevolge subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige 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 geag dat dit alle tydperke insluit wat 'n werknemer—

- met verlof kragtens subklousule (4) afwesig is;
- verplig is om opleiding ingevolge die Verdedigingswet, 1957, te ondergaan;
- op bevel of versoek van sy werkgever van sy werk afwesig is; of
- met siekteverlof kragtens klousule (8) afwesig is;

en dat dit begin—

- in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof ingevolge enige wet geregtig geword het, vanaf die datum waarop sodanige werknemer laaste op sodanige verlof ingevolge sodanige wet geregtig geword het;
- in die geval van 'n werknemer wat voor die datum van inwerkingtreding van dié Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie dien-gevolge op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms in werking getree het, na gelang van die jongste.

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) (xviii) of the Agreement, do not take sick leave for a period of two years, they shall be entitled to a maximum of 1 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 other than a watchman, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, 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 or watchman, works on New Year's Day, Good Friday, Ascension Day, 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, Ascension Day, 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, other than a watchman, to work on a Sunday except with the prior approval of the Council and under such conditions as the Council may prescribe, provided that this prohibition shall not apply to employees engaged on work necessitated by a breakdown of plant or machinery or unforeseen emergency or essential services or repairs to plant or machinery, which cannot normally be undertaken during the course of the week, provided, further, that if an employee works on a Sunday, the time so worked by him shall not be regarded as overtime and his employer shall pay him either—

- (i) not less than double his hourly wage for to hours for all work performed of less than two hours' duration;
- (ii) not less than double his hourly wage for the actual hours worked in excess of two hours with a minimum payment of double his wage for an ordinary working day; or
- (iii) 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

8. SIEKTEVERLOF.

(1) Na een maand diens by hom moet 'n werkgewer 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 Ongevallenwet, 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 dié tydperk gewerk het.

(2) Ingeval werknemers, uitgesonderd dié vir wie lone in klousule 4 (1) (xviii) 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 Werkgewer kan ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorderd word, 'n sertifikaat eis wat deur 'n geregistreerde mediese 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 werkgewer daarvoor gevra het, of nadat die werknemer weer diens aanvaar het, voorgelê word nie, word geen siekteverlofbetaling vir sodanige tydperk gedoen 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, uitgesonderd 'n wag, is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag 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 of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom bo en behalwe die minimum loon aan hom betaalbaar ingevolge klousule 4 van hierdie Ooreenkoms, ten opsigte van elke sodanige dag soos volg betaal:—

- (i) 'n Kwart van een 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, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer 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 werkgewer kan 'n werknemer, uitgesonderd 'n wag, verplig of van hom vereis om op Sondag te werk nie, behalwe met voorafgaande goedkeuring van die Raad en op sodanige voorwaardes as wat die Raad bepaal; met dien verstande dat hierdie verbod nie van toepassing is op werknemers wat werk verrig wat genoodsaak is deur 'n onklaarraking van installasie of masjinerie of onvoorsiene noodgeval of noodsaaklike dienste of herstelwerk aan installasie of masjinerie wat nie gewoonweg in die loop van die week gedoen kan word nie; voorts, met dien verstande dat indien 'n werkgewer op 'n Sondag werk, die tyd aldus deur hom gewerk nie as oortyd beskou word nie, en sy werkgewer hom of—

- (i) minstens dubbel sy uurloon vir twee uur moet betaal vir alle werk verrig wat korter as twee uur geduur het;
- (ii) minstens dubbel sy uurloon vir die werklike ure bo twee uur gewerk met 'n minimum betaling van dubbel sy loon vir 'n gewone werkdag; of
- (iii) hom vir elke uur of gedeelte van 'n uur aldus gewerk minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk gewerk of sodanige Sondag en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan teen 'n skaal van minstens sy gewone loon betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle oorpakke en/of beskermende klere wat hy van sy werknemers kan vereis 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 Werkgewer mag geen persoon onder die ouderdom van 16 jaar in diens neem nie.

(2) 'n Werkgewer 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

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.

(4) Where butter and cheese are manufactured in the same establishment the position of buttermaker and cheesemaker shall 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 month's written notice, reckoned from the usual pay-day of the establishment concerned, shall be given by an employer or employee to terminate the contract of service, provided that, where an employer or employee terminates the contract of service without the requisite notice, payment of one month's remuneration in the case of the employer terminating the contract, the forfeiture of one month's remuneration in the case of the employee terminating the contract, shall be made in lieu of such notice, provided, further, that an employer of an employee shall be entitled to terminate the contract of service on not less than—

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

in which case the payment in lieu of notice and/or the forfeiture due shall be reduced accordingly.

This clause 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 clause shall not apply to casual employees.

14. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this Clause, the Council may, subject to the provisions of section 51 (4) of the Industrial Conciliation Act, 1956, as amended, relative to paragraph (f) of sub-clause (5) of Clause 5, 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-clause to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- which is necessitated by an emergency; or
- 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 or sub-clause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the 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-clause (1) of this clause, a licence signed by him setting out—

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which exemption is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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 redelik beskikbaar is vir indiensneming deur sodanige werkgewer nie.

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

(4) Waar botter en kaas in dieselfde inrigting gemaak word, kan die bedrywe 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 enigen van sy werknemers, uitgesonderd 'n arbeider, aan sodanige werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens, die aanvangsdatum en die beëindigingsdatum van die kontrak en die skaal van besoldiging by sodanige beëindiging, vermeld.

13. BEÏNDIGING VAN DIENS.

Minstens een maand skriftelike opsegging, bereken vanaf die gewone betaaldag van die betrokke inrigting, moet deur 'n werkgewer of werknemer gegee word om die dienskontrak te beëindig, met dien verstande dat, waar 'n werkgewer of werknemer die dienskontrak sonder die vereiste diensopsegging beëindig, betaling van een maand se besoldiging in die geval waar die werkgewer die kontrak beëindig, verbeuring van een maand se besoldiging in die geval waar die werknemer die kontrak beëindig, geskied in plaas van sodanige diensopsegging, voorts, met dien verstande dat 'n werkgewer of werknemer geregtig is om die dienskontrak te beëindig, met diensopsegging van minstens—

- een week in die geval van 'n arbeider of enige ander werknemer wie se loon wekklis betaal word; en
- vier-en-twintig uur in die geval van 'n werknemer wat minder as vier weke diens voltooi het;

wanneer die betaling in plaas van diensopsegging en/of die verbeuring wat verskuldig is, ooreenkomstig verminder word.

Hierdie klousule maak nie inbreuk op die reg van die werkgewer of werknemer om die dienskontrak sonder diensopsegging om 'n goeie rede wat wetlik as voldoende geag word, te beëindig nie, nóg op enige ooreenkoms tussen werkgewer en werknemer wat vir 'n langer diensopseggingstermyn as wat hierin bepaal word, voorsiening maak. Die bepalings van hierdie klousule is nie op los werknemers van toepassing nie.

14. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, kan die Raad, behoudens die bepalings van artikel 51 (4) van die Wet op Nywerheidsversoening, 1956, soos gewysig, met betrekking tot paragraaf (f) van subklousule (5) van klousule 5, vrystelling verleen van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon vir enige goeie en voldoende rede, met dien verstande dat geen vrystelling van die bepalings van klousule 6 (8) van die Ooreenkoms kragtens hierdie subklousule verleen word aan of ten opsigte van enige vroulike werknemer wat handarbeid verrig nie, behalwe om werk te verrig—

- wat weens 'n noodgeval noodsaaklik gemaak word; of
- wat nodig is vir voorkoming van verlies van grondstowwe wat reeds behandel word en aan vinnige bederf onderhevig is.

(2) Ten opsigte van enige persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, stel die Raad die voorwaardes vas waarop sodanige vrystelling verleen word en die termyn waarvoor sodanige vrystelling van krag is, met dien verstande dat die Raad, nadat een week skriftelike kennisgewing aan die betrokke persoon gegee is, na goeddunke enige vrystellingssertifikaat kan intrek, of die termyn waarvoor sodanige vrystelling verleen is, verstryk 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 die volgende vermeld is:—

- die betrokke persoon se volle naam;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes vasgestel kragtens die bepalings van subklousule (2) van hierdie klousule behoudens waarvan vrystelling verleen word; en
- die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik is, in volgorde nummer;
- 'n afskrif hou van elke sertifikaat wat uitgereik is;
- waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

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 clause 4 of this Agreement, the sum of one and one-half 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 subscriptions so deducted shall be forwarded to the Secretaries of the respective Unions within 30 days after the close of the month to which the deductions relate.

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 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 1st day of October, 1959.

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.*

No. 2162.] [31 December 1959.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

DAIRY INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, 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, published under Government Notice No. 2161 of the 31st December, 1959, 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.

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, 1½ pennies vir elk £1 of gedeelte van £1 van die besoldiging van sodanige werknemer 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) Elke werkgever moet ten opsigte van elke maand in so 'n vorm as 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 ledegeld aftrek wat deur sodanige werknemer aan die volgende vakverenigings verskuldig is:—

Nationale 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 die aftrekkings betrekking het, na die sekretarisse van die onderskeie vakverenigings gestuur word.

17. TOEPASSING VAN OOREENKOMS.

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

18. VERTONING VAN OOREENKOMS.

Elke werkgever moet te alle tyd op 'n plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n duidelike leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet, vertoon.

19. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan enigeen van sy 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 as sy agent of agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige inrigting gedurende werkure betree en kan enige werkgever 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 voorwaardes van die Ooreenkoms nagekom word.

Namens die partye op hede die 1e dag van Oktober 1959, in Pretoria onderteken.

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

No. 2162.] [31 Desember 1959.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.
SUIWELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens 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, gepubliseer by Goewernments-kennisgewing No. 2161 van 31 Desember 1959, 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.