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**GOEWERMENTSKENNISGEWINGS.****DEPARTEMENT VAN ARBEID.**

No. 1232.] [9 Augustus 1963.  
 WET OP NYWERHEIDSVERSOENING, 1956.

BAK- EN/OF BANKETNYWERHEID, DURBAN,  
 INANDA EN PINETOWN.

Namens die Minister van Arbeid verklaar ek, MARAIS  
 VILJOEN, Adjunk-minister van Arbeid, 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 Bak- en/of Banketnywerheid betrekking het vanaf 1 September 1963 en vir die tydperk wat op 31 Augustus 1965 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (b), 3 tot en met 5 (5) (e), 6 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms vanaf 1 September 1963 en vir die tydperk wat op 31 Augustus 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Durban, Inanda en Pinetown; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (b), 3 tot en met 5 (5) (e), 6 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms vanaf 1 September 1963 en vir die tydperk wat op 31 Augustus 1965 eindig, in die landdrostdistrikte Durban, Inanda en Pinetown *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,  
 Adjunk-minister van Arbeid.

**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 1232.] [9 August 1963.  
 INDUSTRIAL CONCILIATION ACT, 1956.

BAKING AND/OR CONFECTIONERY INDUSTRY,  
 DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS  
 VILJOEN, Deputy-Minister of Labour, 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 Baking and/or Confectionery Industry, shall be binding from the 1st September, 1963, and for the period ending the 31st August, 1965, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organization or 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 (b), 3 to 5 (5) (e) (inclusive), 6 to 17 (inclusive), 19, 21 and 22 of the said Agreement shall be binding from the 1st September, 1963, and for the period ending the 31st August, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda and Pinetown; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Inanda and Pinetown and from the 1st September, 1963, and for the period ending the 31st August, 1965, the provisions contained in clauses 1 (b), 3 to 5 (5) (e) (inclusive), 6 to 17 (inclusive), 19, 21 and 22 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.

M. VILJOEN,  
 Deputy-Minister of Labour.

## BYLAE.

NYWERHEIDSRaad VIR DIE BAK- EN/OF BANKET-  
NYWERHEID (DURBAN, INANDA EN PINETOWN).

## OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die  
Natal Master Bakers' Association

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

"National Baking Industrial Union, Natal Branch

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

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Durban, Inanda en Pinetown).

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Bak- en/of Banketnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in die landdrostrikte Durban, Inanda en Pinetown werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs op werknemers vir wie lone in klousule 4 voorgeskryf word van toepassing; met dien verstande egter dat die Ooreenkoms van toepassing is vakleerlinge, maar slegs vir sover dié bepalings nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of met 'n kennisgewing wat ingevolge artikel *sesien* of *sewentien* daarvan gepubliseer is onbestaanbaar is nie.

## 2. TOEPASSINGSTERMYN.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir twee jaar of vir dié tydperk wat hy mag bepaal.

## 3. WOORDOMSKRYWING.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; en met woorde wat die manlike geslag aandui, word ook vrouens bedoel.

Vir die toepassing van hierdie Ooreenkoms, word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

- "Wet" die wet op Nywerheidsversoening, 1956, soos gewysig;
- "vakleerling" 'n werknemer wat gebind word deur 'n vakleerlingkontrak wat ingevolge die wet op Vakleerlinge, 1944, of ingevolge die Here- en Diensbodeswet, geregistreer is;
- "bak" die maak of meng en verwerking van deeg met die hand of 'n masjien en die bak van deeg of brood;
- "Bak- en/of Banketnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om brood en/of banket vir verkoop te maak of te vervaardig en alle werksaamhede wat daarmee gepaard gaan of daaruit voortspuit;
- "brood" sonder om die gewone betekenis daarvan in te kort, ook bolletjies, rolletjies en luuksebrood;
- "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en omvat dit ook 'n kassier en 'n telefonis, maar nie 'n fabrieksklerk, voorman of inspekteur of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van die werk van sodanige werknemer mag uitmaak;
- "klerk, gekwalifiseer, man," 'n manlike klerk met minstens vyf jaar ondervinding as klerk;
- "klerk, ongekwalifiseer, man," 'n manlike klerk met minder as vyf jaar ondervinding as 'n klerk;
- "klerk, gekwalifiseer, vrou," 'n vroulike klerk met minstens drie jaar ondervinding as klerk;
- "klerk, ongekwalifiseer, vrou," 'n vroulike klerk met minder as drie jaar ondervinding as klerk;
- "banket", sonder om die gewone betekenis daarvan in te kort, ook rolletjies, kitkes, koeke, handgemaakte beskuitjies, gebak, beskuit, vleispasteitjies, pasteie, worsrolletjies, botterkoekies en goedere wat met suurdeeg rys, uitgesonderd brood;
- "Raad" die Nywerheidsraad vir die Vak- en/of Banketnywerheid, Durban, Inanda en Pinetown, wat ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, geregistreer is;
- "toonbankassistent" 'n werknemer, uitgesonderd 'n kassier, wat uitsluitlik of hoofsaaklik brood en/of banket oor 'n toonbank verkoop, bestellings opmaak en kontant ontvang;

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR  
CONFECTIONERY INDUSTRY (DURBAN, INANDA  
AND PINETOWN).

## AGREEMENT

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

Natal Master Bakers' Association

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

National Baking Industrial Union, Natal Branch

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

being the parties to the Industrial Council for the Baking and/or Confectionery Industry (Durban, Inanda and Pinetown).

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed by all employers who are members of the employers' organization and are engaged in the Baking and/or Confectionery Industry, and by all employees who are members of the trade union and are employed in the said Industry in the Magisterial Districts of Durban, Inanda and Pinetown.

(b) Notwithstanding the provisions of sub-clause (a) the term of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4, provided that the Agreement shall, however, apply in respect of apprentices but only in so far as its terms are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into thereunder or any notice published in terms of section *sixteen* or *seventeen* thereof.

## 2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section *forty eight* of the Act and shall remain in force for two years or such importing the masculine gender include females.

## 3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which has been defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; word importing the masculine gender include females;

For the purpose of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"apprentice" means an employee bound by a contract of apprenticeship registered under the Apprenticeship Act, 1944, or in terms of the Masters and Servants Act;

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

"Baking and/or Confectionery Industry" means the industry in which employers and employees are associated for the purpose of making or manufacturing bread and/or confectionery for sale and all operations incidental thereto and consequent thereon;

"bread" without limiting its ordinary meaning, includes buns, rolls and fancy bread;

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

"clerical employee" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone operator, but does not include a factory clerk, foreman or inspector or any other class of employee elsewhere defined in this clause notwithstanding that clerical work may form an operative part of such employee's work;

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

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

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

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

"confectionery" without limiting its ordinary meaning includes rolls, kitkes, cakes, hand-made biscuits, pastries, rusks, pasties, pies, sausage rolls, scones and yeast raised goods other than bread;

"Council" means the Industrial Council for the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown registered in terms of the Industrial Conciliation Act, 1956;

"counterhand" means an employee, other than a cashier, who is wholly or mainly engaged at a counter in selling bread and/or confectionery, making up orders and receiving cash.

"toonbankassistent, gekwalifiseer, vrou," 'n vroulike toonbank-assistente met minstens drie jaar ondervinding in die hantering van die produkte van die Bak- en/of Banketnywerheid;

"toonbankassistent, ongekwalifiseer, vrou," 'n vroulike toonbankassistent met minder as drie jaar ondervinding in die Bak- en/of Banketnywerheid;

"toonbankassistent, gekwalifiseer, man," 'n manlike toonbankassistent met minstens vyf jaar ondervinding in die Bak- en/of Banketnywerheid;

"toonbankassistent, ongekwalifiseer, man," 'n manlike toonbankassistent met minder as vyf jaar ondervinding in die Bak- en/of Banketnywerheid;

"koekversierder" 'n werknemer wat uitsluitlik troukoeke, verjaardagkoeke en doopkoeke verfraai of versier;

"Besteller" 'n werknemer, uitgesonderd 'n bestelwaverkoopsman of 'n bestelwaverkoopsman se assistent, wat brood en/of banket te voet of met 'n fiets, driewiel of handaangedrewe voertuig of enige tipe twee- of driewielmotorfiets uit 'n bedryfsinrigting aflewer, wat kontant vir K.B.A.-verkope mag invorder, skriftelike bestellings mag aanneem en bestellings mag vra;

"versendingsklerk" 'n werknemer wat algemene beheer het oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, uitreiking, nagaan, byeenbring en verpakking van brood en/of banket;

"assistent-verpakkingsklerk" 'n werknemer wat, onder die toesig van 'n werkgewer, voorman, bakker, banketbakker of versendingsklerk, brood en/of banket vir versending of aflewering uit 'n bedryfsinrigting ontvang, nagaan, byeenbring en/of verpak, en omvat dit ook 'n werknemer wat die produkte van die bedryfsinrigting aan lede van die personeel verkoop;

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

"fabrieksklerk" 'n werknemer, uitgesonderd 'n klerk, 'n pakhuishuisman of 'n verpakker, wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:—

- (a) Etikette uitreik en aanteken;
- (b) bestellings byeenbring en voorlopig faktureer;
- (c) die hoeveelheid en/of die geveg van verbruikte goedere aanteken;
- (d) goedere weeg (uitgesonderd op 'n voorafgestelde skaal);
- (e) die tye gewerk deur werknemers, onder die toesig en bestuur van die voorman aanteken;

en oor die algemeen 'n pakhuisman of versendingsklerk help, en omvat dit ook 'n werknemer wat verantwoordelik is vir die ontvangs, nagaan en aanteken van goedere wat afgelaai word; "voorman" 'n werknemer wat 'n vakman is en wat aan die hoof staan van die werknemers op 'n skof, wat beheer uitoefen oor sodanige werknemers en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

"algemene assistent/voertuigbestuurder" 'n werknemer, uitgesonderd 'n bestelwaverkoopsman, wat 'n motorvoertuig, uitgesonderd 'n motoraangedrewe fiets, motoraangedrewe driewiel, bromponie of soortgelyke voertuig, vir die volgende doeleindes bestuur:—

Enige tipe voorrade, met inbegrip van onderdele vir masjinerie of voertuie, afhaal, vervoer of aflewer; brood en/of banket tussen enige twee of meer bakkerie en/of bestelwaens van dieselfde onderneming vervoer; brood en/of banket wat in houers verseël is, na 'n spoorwegstasie vervoer vir versending per spoor na 'n spesifieke bestemming;

"graad I-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman een of meer van die volgende pligte verrig:—

- (1) Die voer van brood en banket in en die verwydering daarvan uit oonde deur middel van 'n bakkersgraaf, beheer;
- (2) koeke, uitgesonderd verjaardagkoeke, doopkoeke en troukoeke, afwerk, versier en oorsuiker;
- (3) bestanddele meng vir die maak van deeg;
- (4) oondtemperatuur vir die bak van brood en/of banket reguleer;
- (5) brood en/of banket bak;

"graad II-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman, een of meer van die volgende pligte verrig:—

- (1) Deeg met die hand vorm, fatsoeneer en vleg;
- (2) meganiese aangedrewe verdelers, tertdeegrollers, pastiert- of soortgelyke masjiene bedien;
- (3) koekbeslag in houers inweeg om gebak te word;

"graad III-werknemer" 'n werknemer, uitgesonderd 'n vakman, wat onder die toesig van 'n werkgewer, voorman of vakman een of meer van die volgende pligte verrig:—

- (1) Deur middel van 'n warm plaat bak;
- (2) oliebolle of vleis en/of groente kook;
- (3) brood en/of banket onder die toesig 'n versendingsklerk of 'n assistent-versendingsklerk tel en verpak vir die voorlopige byeenbring van brood- en/of koekbestellings;
- (4) deeg terugsnij of terugvou;

"counterhand, qualified, female," means a female counterhand who has had not less than three years' experience in the handling of the products of the Baking and/or Confectionery Industry;

"counterhand, unqualified female," means a female counterhand who has had less than three years' experience in the Baking and/or Confectionery Industry;

"counterhand, qualified, male," means a male counterhand who has had not less than five years' experience in the Baking and/or Confectionery Industry;

"counterhand, unqualified, male," means a male counterhand who has had less than five years' experience in the Baking and/or Confectionery Industry;

"decorator icer" means an employee exclusively employed in ornamenting or icing wedding cakes, birthday cakes and christening cakes;

"delivery employee" means an employee, other than a van salesman or van salesman's assistant, who delivers, from an establishment, bread and/or confectionery on foot or by means of a bicycle, tricycle or hand-propelled vehicle or any type of two or three-wheeled motor cycle and who may collect cash in the case of C.O.D. sales and accept written orders and who may canvass for orders;

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

"assistant despatch clerk" means an employee who, under the supervision of an employer, foreman, baker, confectioner or despatch clerk is engaged in receiving, checking, assembling and/or packing bread and/or confectionery for despatch or delivery from an establishment and includes an employee who sells the establishment's products to members of the staff;

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

"factory clerk" means an employee other than a clerical employee, storeman or packer, who is wholly or mainly engaged in one or more of the following operations:—

- (a) Issuing and recording labels;
- (b) assembling orders and rough invoicing;
- (c) recording quantities and/or weight of goods consumed;
- (d) weighing goods (other than on a set scale);
- (e) recording the times worked by employees under supervision and direction of the foreman;

and generally assisting a storeman or despatch clerk, and includes an employee who is responsible for receiving, checking and recording the off-loading of goods;

"foreman" means an employee who is a journeyman in charge of the employees on a shift, who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"general assistant/driver" means an employee, other than a van salesman, who is engaged in driving a motor vehicle other than a motor bicycle, motor tricycle, motor scooter or similar vehicle, for the following purposes:—

- Collecting, transporting or deliveries stores of any type, including spare parts for machinery or vehicles;
- transporting bread and/or confectionery between any two or more bakeries and/or vans owned by the same concern;
- transporting bread and/or confectionery sealed in containers to a railway station for despatch by rail to a specific venue;

"grade I employee" means an employee, other than a journeyman, who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Controlling the loading and unloading of bread and confectionery into ovens by the use of a peel;
- (2) finishing off, decorating and icing cakes other than birthday cakes, christening cakes and wedding cakes;
- (3) mixing the ingredients to make dough;
- (4) regulating temperatures of ovens for the baking of bread and/or confectionery;
- (5) baking bread and/or confectionery;

"grade II employee" means an employee, other than a journeyman who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Moulding, shaping and plaiting dough by hand;
- (2) operating mechanically driven dividers, pastry brakes, pies, tarts or similar machines;
- (3) weighing cake batter into receptacles for baking;

"grade III employee" means an employee, other than a journeyman who, under the supervision of an employer, foreman or journeyman, is employed in one or more of the following duties:—

- (1) Baking by means of a hot plate;
- (2) cooking doughnuts or meat and/or vegetables;
- (3) counting and packing bread and/or confectionery under the supervision of a despatch clerk or an assistant despatch clerk for the rough assembly of bread and/or cake orders;
- (4) cutting back or knocking back dough;

- (5) koeke in vorms sny deur middel van 'n patroon-snyer;
- (6) bolletjies, oliebolle, ens., sny of deursny en vul;
- (7) bolletjiesverdelers, pasteimasjiene, handvulmasjiene, tert-deegrollers of ander soortgelyke masjiene met die hand bedien;
- (8) ketels stook en die waterstand of stoomdruk in ketels in stand hou;
- (9) masjiene en/of voertuie olie en smeer;
- (10) individuele stukke banket toedraai;
- (11) pakette etiketteer en toedraai;
- (12) meganiese oonde ononderbroke voer en leegmaak;
- (13) deeg ontvang en dit in bakpanne en/of houers plaas;
- (14) deeg met 'n meganiese toestel uitkantel;
- (15) sneeballe afwerk, en/of bolletjies, korentekoeke, oliebolle en Deense gebak oorsuiker;
- (16) met 'n voorafgestelde skaal of maat weeg;
- (17) lekke in bande heelmaak en bande oppomp;
- (18) fietse heelmaak;
- (19) bakpanne maak en heelmaak;
- (20) beskermende klere sorteer, heelmaak, stryk en/of met stoom pers;
- (21) uniforms en/of fietse sorteer en/of nagaan;
- (22) met 'n meganiese toestel sif;

"faktotum" 'n werknemer, uitgesonderd 'n werktuigkundige, wat minder belangrike herstelwerk en verstellings aan masjinerie, installasie, geboue of ander uitrusting doen, en klein bybehorens wat daarby behoort, maak;

"vakman" 'n werknemer wat in die aangewese brood- en/of banketbakkersambag in diens is en wat 'n vakleerlingkontrak wat deur die Raad erken word, voltooi het, of 'n werknemer wat ouer is as 21 jaar en in besit is van 'n bedreweheid-sertifikaat wat deur die Raad erken of uitgereik is en wat hom in staat stel om as 'n vakman in diens geneem te word;

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

- (1) Kartonhouers inmeekaarsit;
- (2) harde versiersel of waterversiersel met die hand klits en fondant, ens., met die hand roer;
- (3) dra, opmeekaarstapel en stoot;
- (4) vrugte skoonmaak en die pitte daaruit haal;
- (5) neut skoonmaak, sorteer, kraak of maal;
- (6) persele, bestelwaens, werkinkels, gerei, diere, groente en ander artikels skoonmaak;
- (7) rantsoene kook of tee, koffie of soortgelyke drank maak;
- (8) vleis met die hand opsny;
- (9) leë sakke, brood of banket tel, maar nie vir die uitvoering van bestellings nie;
- (10) briewe of boodskappe aflewer;
- (11) deeg in 'n stortbak of stortgoed voer;
- (12) deeg in 'n bol- of vormmasjien voer;
- (13) blikke, houers, mengmasjiene of hystoestelle met meel vul;
- (14) droë bestanddele met die hand sif;
- (15) volgens instruksies tuinmaak, skoffel, hark, spit, met 'n skopgraaf werk, sny en plant;
- (16) platbakke, blikke, panne, dose, masjiene, gerei, skoorsteengange, skoorsteenspye en roetvangers of ander artikels smeer of vir gebruik berei, of was of skoonmaak;
- (17) mure en strukture afwit;
- (18) koeke met papier uitvoer;
- (19) laai en aflaai;
- (20) krane en kleppe volgens instruksies oop- en toemaak;
- (21) drukknoppies of soortgelyke skakelaars volgens instruksies bedien;
- (22) blikke, brood, banket of ander artikels op 'n vervoerband plaas;
- (23) blikke in 'n finale rysoond voer;
- (24) brandstof vir oonde in gereedheid bring, daarheen dra en daarin voer;
- (25) afval en as verwyder;
- (26) kartonne en kartonhouers verseël;
- (27) papawersaad, neut, suiker en ander bestanddele oor brood en/of banket strooi;
- (28) die wit van eiers van die geel skei;
- (29) eiers was, skoonmaak en oopbreek;
- (30) brood en/of banket met water of 'n ander vloeistof was;
- (31) beskermende klere, ens., was;
- (32) afsny en inkeep;
- (33) stukke banket in klaargemaakte pakkies of sakkies plaas en dit verseël;
- (34) afgewerkte banket in papierhouertjies plaas;
- (35) etikette op deeg en/of banket en/of dose, blikke, ens., aanbring;
- (36) panne banket met die hand in klein oonde plaas of dit daaruit haal sonder om 'n bakkersgraaf te gebruik; en brood en/of banket onder die toesig van 'n voorman, 'n vakman of 'n graad I-werknemer op 'n bakkerskop laai, met dien verstande dat die arbeider onder geen omstandighede verantwoordelik vir die bak van die produkte is nie;
- (37) 'n goederehysbak bedien;

"Wet" ook die gemeenreg;

"werktuigkundige of ambagsman" 'n werknemer, uitgesonderd 'n bakker of banketbakker, wat die werk doen wat gewoonlik

- (5) cutting of cakes into shapes by means of a template;
- (6) cutting or splitting and filling buns, doughnuts, etc.;
- (7) operating, by hand, bun dividers, pie machines, hand-filling machines, pastry brakes or other similar machines;
- (8) firing boilers and maintaining the water level of steam pressure in boilers;
- (9) greasing and oiling machines and/or vehicles;
- (10) wrapping individual articles of confectionery;
- (11) labelling and wrapping parcels;
- (12) continuous loading and unloading of mechanical ovens;
- (13) receiving dough and placing it into baking tins and/or receptacles;
- (14) tipping dough by mechanical means;
- (15) finishing snowballs, and/or icing buns, queen cakes, doughnuts and Danish pastry;
- (16) weighing to a set scale or measure;
- (17) repairing punctures and inflating tyres;
- (18) repairing bicycles;
- (19) making and repairing baking tins;
- (20) sorting, repairing, ironing and/or steam-pressing protective clothing;
- (21) sorting and/or checking uniforms and/or bicycles;
- (22) sieving by mechanical means;

"handyman" means an employee other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment, and making small accessories appertaining thereto;

"journeyman" means an employee employed in the designated trades of baker and/or confectioner and who has completed a contract of apprenticeship recognised by the Council or an employee who is over 21 years of age and is in possession of a certificate of competency, recognised or issued by the Council, enabling him to be employed as a journeyman;

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

- (1) Assembling cardboard containers;
- (2) beating up royal icing, water icing and stirring fondant, etc., by hand;
- (3) carrying, stacking and pushing;
- (4) cleaning and stoning fruit;
- (5) cleaning, sorting, cracking or grinding nuts;
- (6) cleaning premises, vans, workshops, utensils, animals, vegetables and other articles;
- (7) cooking rations or making tea, coffee or similar beverages;
- (8) cutting up meat by hand;
- (9) counting empty bags, bread or confectionery, but not for the execution of orders;
- (10) delivering letters or messages;
- (11) feeding dough to a hopper or chute;
- (12) feeding dough to a rounder or moulder;
- (13) filling flour to bins, containers, mixing machines or elevators;
- (14) Sieving of dry ingredients by hand;
- (15) gardening, hoeing, raking, digging, shovelling, cutting and planting under instructions;
- (16) greasing or preparing for use, or washing or cleaning trays, tins, pans, boxes, machines, utensils, flues, smokestacks and soot boxes or other articles;
- (17) lime washing walls and structures;
- (18) lining of cake frames with paper;
- (19) loading and unloading;
- (20) opening and closing cocks and valves under instructions;
- (21) operating push buttons or similar switches under instructions;
- (22) placing tins, bread, confectionery or other articles onto a conveyor;
- (23) loading of tins into a final prover;
- (24) preparing, carrying and feeding fuel to furnaces;
- (25) removing refuse and ashes;
- (26) sealing cartons and cardboard containers;
- (27) sprinkling poppy seed, nuts, sugar and other ingredients onto bread and/or confectionery;
- (28) separating whites of eggs from yolks;
- (29) washing, cleaning and cracking eggs;
- (30) washing of bread and/or confectionery with water or other fluid;
- (31) washing protective clothing, etc.;
- (32) docking and notching;
- (33) placing confectionery items into ready-made packets or bags and sealing same;
- (34) placing finished confectionery into paper cups;
- (35) placing labels on dough and/or confectionery and/or boxes, tins, etc.;
- (36) placing into or removing from small ovens, by hand, pans of confectionery, without the use of a peel; and loading bread and/or confectionery on to a peel head, under the supervision of a foreman, a journeyman or a Grade I employee, provided that the labourer, in no way, is responsible for baking the products;
- (37) operating a goods lift;

"law" shall include the common law;

"mechanic or artisan" means an employee, other than a baker or confectioner, who is engaged in work normally performed

deur 'n geskoolde vakman verrig word, en by die toepassing van hierdie omskrywing word daar met die uitdrukking "geskoolde ambagsman" 'n persoon bedoel wat sy leertyd gedien het in 'n ambag wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n bedreweheidsertifikaat wat die Registrateur van Vakleerlinge kragtens artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur kragtens of artikel twee (7) of artikel sewe (3) van gemelde Wet aan hom uitgereik het;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"n.e.g." 'n werknemer wat nie elders gemeld word nie;

"nagskof" 'n skof van hoogstens agt uur wat heeltemal of vir die grootste gedeelte tussen 10 nm. en 6 vm. val;

"opsiener" 'n werknemer wat toesig hou oor die bestelwaverkoopsmannne van 'n bedryfsinrigting;

"assistent-opsiener" 'n werknemer wat die opsiener met sy pligte behulpsaam is;

"oortydwerk" alle tyd wat daar meer gewerk word as die ure wat in subartikels (1) en (5) van artikel 7 voorgeskryf word;

"pakhuisman" 'n werknemer wat vir die materiale of artikels wat 'n deur bedryfsinrigting vir bak, soos hierin omskryf, en/of vir die maak vir banket gebruik word, verantwoordelik is, en dit ontvang en/of uitreik;

"bestelwa" 'n bespanne of motorvoertuig, uitgesonderd 'n twee- of driewiel fiets, wat gebruik word om brood en/of banket af te lewer;

"bestelwaverkoopsmann" 'n werknemer wat verantwoordelik is vir 'n bestelwa waarmee brood en/of banket afgelewer word en wat ook verantwoordelik is vir die laai en/of aflaai van sodanige bestelwa en vir die aflewering en verkoop van sodanige brood en/of banket en die kontantopbrengs daarvan en vir die skoonhou van sy bestelwa en/of tuie en uitrusting en wat daarbenewens die bestelwa mag dryf;

"bestelwaverkoopsmann se assistent" 'n werknemer wat 'n bestelwaverkoopsmann op sy rondes vergesel en hom met sy pligte behulpsaam is maar wat nie 'n bestelwa mag dryf nie;

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

#### 4. BESOLDIGING.

(1) Die minimum besoldiging, met inbegrip van die lewenskoste-toelae soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig, wat 'n werkgewer aan elke lid van onderstaande klasse werknemers moet betaal, is soos volg; met dien verstande dat indien die toelae wat ingevolge genoemde Oorlogsmaatregel betaal word, te eniger tyd verhoog word, sodanige verhoging by die besoldiging waarvoor hieronder voorsiening gemaak word, getel moet word:—

| Klas werknemer.                                 | Weekloon. |
|-------------------------------------------------|-----------|
|                                                 | R c       |
| Voorman .....                                   | 30 00     |
| Vakman .....                                    | 24 00     |
| Werktuigkundige .....                           | 23 00     |
| Koekversierder .....                            | 22 00     |
| Opsiener .....                                  | 22 00     |
| Assistent-opsiener .....                        | 19 00     |
| Fabrieksklerk:—                                 |           |
| By indiensneming .....                          | 9 80      |
| Na twee jaar diens .....                        | 11 00     |
| Klerk, kassier, pakhuisman, toonbankassistent:— |           |
| Vrou, gekwalifiseer .....                       | 14 95     |
| Gedurende eerste jaar ondervinding .....        | 7 80      |
| Gedurende tweede jaar ondervinding .....        | 9 50      |
| Gedurende derde jaar ondervinding .....         | 11 85     |
| Klerk, kassier, toonbankassistent, pakhuisman:— |           |
| Man, gekwalifiseer .....                        | 21 00     |
| Gedurende eerste jaar ondervinding .....        | 7 50      |
| Gedurende tweede jaar ondervinding .....        | 10 00     |
| Gedurende derde jaar ondervinding .....         | 12 50     |
| Gedurende vierde jaar ondervinding .....        | 15 00     |
| Gedurende vyfde jaar ondervinding .....         | 17 00     |
| Versendingsklerk:—                              |           |
| By indiensneming .....                          | 19 05     |
| Na twee jaar diens .....                        | 21 00     |
| Assistent-versendingsklerk:—                    |           |
| By indiensneming .....                          | 9 80      |
| Na twee jaar diens .....                        | 11 00     |
| Graad I-werknemer .....                         | 10 50     |
| Graad II-werknemer .....                        | 9 50      |
| Graad III-werknemer .....                       | 7 15      |
| Faktotum .....                                  | 13 00     |
| Algemene assistent/drywer .....                 | 13 00     |
| Bestelwaverkoopsmann:—                          |           |
| By indiensneming .....                          | 14 00     |
| Na 4 jaar diens .....                           | 18 00     |

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

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training or service for which he volunteers or which he elects to undergo;

"n.e.s." means an employee not elsewhere specified;

"night shift" means a shift of not more than eight hours, the whole or major portion of which falls between the hours of 10 p.m. and 6 a.m.;

"overseer" means an employee who supervises the van salesman of an establishment;

"assistant overseer" means an employee who assists the overseer in his duties;

"overtime" means any time worked in excess of the hours prescribed in sub-sections (1) and (5) of section 7;

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

"van" means an animal-drawn or motor vehicle, other than any two or three-wheeled cycle, used for the delivery of bread and/or confectionery;

"van salesman" means an employee who is in charge of a van delivering bread and/or confectionery and who is responsible for the loading and/or off-loading of such van and for the delivery and sale of such bread and/or confectionery and the cash proceeds thereof and for the cleanliness of his van and/or harness and equipment and who may in addition drive the van;

"van salesman's assistant" means an employee who accompanies a van salesman on his round and assists him in his duties other than driving a van;

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

#### 4. REMUNERATION.

(1) The minimum rates at which remuneration, which includes cost of living allowance as prescribed in War Measure No. 43 of 1942, as amended, shall be paid by an employer to each member of the undermentioned classes of employees, shall be as follows, provided that, if, at any time, the allowances paid in terms of the said War Measure are increased, any such increase shall be added to the rates of remuneration hereinafter provided:—

| Class of Employee.                                  | Rate per Week. |
|-----------------------------------------------------|----------------|
|                                                     | R c            |
| Foreman .....                                       | 30 00          |
| Journeyman .....                                    | 24 00          |
| Mechanic .....                                      | 23 00          |
| Decorator icer .....                                | 22 00          |
| Overseer .....                                      | 22 00          |
| Assistant overseer .....                            | 19 00          |
| Factory Clerk:—                                     |                |
| On engagement .....                                 | 9 80           |
| After two years' service .....                      | 11 00          |
| Clerical employee, cashier, storeman, counterhand:— |                |
| Female qualified .....                              | 14 95          |
| During first year of experience .....               | 7 80           |
| During second year of experience .....              | 9 50           |
| During third year of experience .....               | 11 85          |
| Clerical employee, cashier, counterhand, storeman:— |                |
| Male qualified .....                                | 21 00          |
| During first year of experience .....               | 7 50           |
| During second year of experience .....              | 10 00          |
| During third year of experience .....               | 12 50          |
| During fourth year of experience .....              | 15 00          |
| During fifth year of experience .....               | 17 00          |
| Despatch Clerk:—                                    |                |
| On engagement .....                                 | 19 05          |
| After two years' service .....                      | 21 00          |
| Assistant Despatch Clerk:—                          |                |
| On engagement .....                                 | 9 80           |
| After two years' service .....                      | 11 00          |
| Grade I Employee .....                              | 10 50          |
| Grade II Employee .....                             | 9 50           |
| Grade III Employee .....                            | 7 15           |
| Handyman .....                                      | 13 00          |
| General Assistant/Driver .....                      | 13 00          |
| Van Salesman:—                                      |                |
| On engagement .....                                 | 14 00          |
| After 4 years' service .....                        | 18 00          |

| Klas werknemer.                                                              | Weekloon.<br>R c |
|------------------------------------------------------------------------------|------------------|
| Bestelwaverkoper se assistent:—                                              |                  |
| Jonger as 18 jaar ... ..                                                     | 4 75             |
| 18 jaar en ouer ... ..                                                       | 6 85             |
| Besteller:—                                                                  |                  |
| Aflewering te voet, met 'n fiets, driewiel of handaangedrewe voertuig ... .. | 7 15             |
| Aflewering met 'n twee- of driewielmotorfiets tot 250 c.c. ... ..            | 9 50             |
| Aflewering met 'n twee- of driewielmotorfiets van meer as 250 c.c. ... ..    | 10 50            |
| Wag ... ..                                                                   | 7 15             |
| Arbeider:—                                                                   |                  |
| Jonger as 18 jaar ... ..                                                     | 4 75             |
| 18 jaar en ouer ... ..                                                       | 6 85             |
| Nie elders gemeld nie ... ..                                                 | 8 75             |

Vir die toepassing van hierdie subklousule word daar met "diens" ononderbroke diens in 'n besondere graad en by dieselfde werkgever of bedryfsinrigting bedoel, en die dienstoelae is nie oordraagbaar wanneer 'n werknemer die diens van daardie werkgever of bedryfsinrigting verlaat nie: Met dien verstande dat 'n arbeider wat sanitêre emmers verwyder, leegmaak, skoonmaak of vervang, bo en behalwe die weekloon wat vir 'n arbeider voorgeskryf word, die bedrag van 25 sent per week betaal word.

**Los werknemer.**—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag of ouderdom, wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, wanneer daar van 'n los werknemer vereis word om vir 'n tydperk van hoogstens vier agtereenvolgende uur op 'n dag te werk, sy voorgeskrewe loon met 50 persent verminder mag word.

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

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

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

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

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir so'n dag die volgende betaal:—

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het; met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding, diens of geslag berus.

(4) **Fietstoelae.**—'n Werkgever wat van 'n werknemer vereis dat hy by die uitvoering van sy pligte sy eie fiets moet gebruik, moet hom soos volg betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, minstens 25 sent per week;

(b) in die geval van 'n los werknemer minstens 5 sent per dag;

benewens die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) Al die lone wat in hierdie Ooreenkoms voorgeskryf word, is minimum lone en verhoed nie die betaling van hoër lone nie, en niks in hierdie Ooreenkoms het die uitwerking dat dit die besoldiging wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

##### 5. BETALING VAN BESOLDIGING.

(1) Besoldiging moet gedurende die werknemers se werkeure weekliks in kontant betaal word; met dien verstande dat, wanneer 'n werkgever en 'n werknemer aldus ooreenkoms, besoldiging tweeweekliks of maandeliks betaal mag word, en in so 'n geval moet die tweeweeklikse of maandelikse besoldiging wat betaalbaar is, minstens die weekloon, vermenigvuldig onderskeidelik met twee of vier en een derde, wees.

Die besoldiging wat aan elkeen van die werkgewers verskuldig is, moet in 'n verseëelde koefert of houer wees waarop, of wat vergesel gaan van 'n staat waarop die werkgever se naam en die werknemer se naam of nommer, die betalings vir gewone tyd, oortyd, Sondagbetaling en vakansiebetaling en die gemagtigde bedrae wat afgetrek word, gemeld word.

(2) **Koop van goedere.**—'n Werkgever mag nie vereis dat sy werknemer van hom of van 'n winkel deur hom aangewys, goedere koop nie.

| Class of Employee.                                                   | Rate per Week.<br>R c |
|----------------------------------------------------------------------|-----------------------|
| Van Salesman's Assistant:—                                           |                       |
| Under 18 years of age ... ..                                         | 4 75                  |
| 18 years and over ... ..                                             | 6 85                  |
| Delivery Employee:—                                                  |                       |
| Delivery on foot, bicycle, tricycle or hand-propelled vehicle ... .. | 7 15                  |
| Delivery by two- or three-wheeled motor cycle up to 250 c.c. ... ..  | 9 50                  |
| Delivery by two- or three-wheeled motor cycle over 250 c.c. ... ..   | 10 50                 |
| Watchman ... ..                                                      | 7 15                  |
| Labourer:—                                                           |                       |
| Under 18 years of age ... ..                                         | 4 75                  |
| 18 years of age and over ... ..                                      | 6 85                  |
| Not elsewhere specified ... ..                                       | 8 75                  |

For the purposes of this sub-section "service" shall mean continuous service in a particular grade and with the same employer or establishment and the service allowance shall not be transferable on leaving employment with that employer or establishment: Provided that a labourer engaged in removing, emptying, cleaning or replacing sanitary pails, shall be paid the sum of 25 cents per week in addition to the weekly wage prescribed for a labourer.

**Casual Employee.**—A casual employee shall be paid, in respect of every day or part of a day of employment, not less than one-fifth of the weekly wage prescribed for an employee of the same sex or age who performs the same class of work as the casual employee is required to do: Provided that, where a casual employee is required to work for a period of not more than 4 consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

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

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

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

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

is prescribed in Sub-Clause (1), shall pay to such employee in respect of such day—

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was earning for his ordinary week: Provided that this sub-clause shall not apply where the difference between the class in terms of sub-clause (1) is based on age, experience, service or sex.

(4) **Bicycle Allowance.**—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay to him—

(a) in the case of an employee, other than a casual employee, not less than 25 cents per week;

(b) in the case of a casual employee, not less than 5 cents per day;

in addition to the wage prescribed in sub-clause (1) for an employee of his class.

(5) In this Agreement all wages prescribed are minimum wages and do not prevent the payment of higher wages, and nothing in this Agreement shall operate to reduce remuneration which was being paid to an employee prior to the date of this Agreement.

##### 5. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash weekly during employees' working hours, provided that, where an employer and employee agree, remuneration may be paid fortnightly or monthly, in which event the fortnightly or monthly remuneration payable shall be not less than the weekly wage multiplied by two or four and one-third respectively.

The remuneration due to each of the employees shall be contained in a sealed envelope or of the container on which shall be reflected or which shall be accompanied by a statement showing the employer's name and employee's name or number, payments for ordinary time, overtime, Sunday pay and holiday pay and the amount of authorised deductions.

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

(3) *Etes en huisvesting*.—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer van hom of van 'n ander persoon of plek deur hom aangewys, etes of huisvesting ontvang nie.

(4) *Premies*.—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

(5) *Boetes en aftrekkings*.—'n Werkgewer mag 'n werknemer geen boetes ople of bedrae van 'n werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

(a) Met die toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorgs- en pensioen-fonds of belasting wat ingevolge die Naturelle Belasting en Ontwikkeling Wet, No. 41 van 1925, soos gewysig, verskuldig is;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die besoldiging wat so'n werknemer ten tyde daarvan vir sy gewone werkure ontvang het;

(c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

(d) 'n bedrag wat 'n werkgewer regtens of ooreenkomstig 'n bevel van 'n bevoegde hof moet of mag aftrek;

(e) wanneer 'n werknemer ingestem het etes of huisvesting van om sy werkgewer te ontvang, 'n bedrag wat hoogstens gelyk is aan onderstaande bedrae:—

Per week. Per maand.

R R

(i) Etes . . . . . 0.85 3.68

(ii) Huisvesting . . . . . 0.40 1.73

(iii) Etes en huisvesting . . . . . 1.25 5.41

(f) met die skriftelike toestemming van die werknemer, ledelgelde vir 'n vakvereniging wat ingevolge die Wet geregistreer is.

#### 6. GETALSVERHOUDING VAN WERKNEMERS.

(1) Daar moet minstens een voorman en een vakman op elke skof in elke bedryfsinrigting werksaam wees.

(2) Daar moet een voorman en een vakman op elke skof werksaam wees voordat 'n Graad I-werknemer op dié skof mag werk; met dien verstande dat 'n vakman deeg vir 'n tydperk van hoogstens vier uur voor die begin van die gewone skof mag berei, en sodanige vakman toegelaat moet word om die ekwivalente getal ure voor die einde van die gewone skof op te hou werk.

(3) Vir elke voorman en 'n vakman mag 'n werknemer hoogstens vier graad I-werknemers in diens neem, en vir elke addisionele vakman wat op 'n skof werksaam is, mag hoogstens twee addisionele graad I-werknemers in diens geneem word.

(4) By die toepassing van subklousule (1), mag 'n werkgewer wat in sy eie bedryfsinrigting uitsluitlik of hoofsaaklik as 'n voorman werksaam is, as sodanig gereken word; met dien verstande dat hy sy naam in die werk- en loonregister laat inskryf het en die beroep waarin hy werksaam is, duidelik daarin gemeld het.

(5) By die toepassing van hierdie klousule, moet hoogstens een lid van 'n firma of vennootskap geag word 'n werkgewer te wees.

(6) 'n Werkgewer moet een voltydse opsiener in diens hê voordat assistent-opsieners in diens geneem mag word.

(7) 'n Werkgewer mag nie 'n ongekwalfiseerde manlike of vroulike klerk in diens neem nie tensy hy 'n gekwalfiseerde manlike of vroulike klerk in sy diens het, en vir elke drie (of deel van drie) gekwalfiseerde manlike of vroulike klerke in sy diens, mag hoogstens twee ongekwalfiseerde manlike of vroulike klerke in diens geneem word.

By die toepassing van hierdie klousule—

(a) mag 'n ongekwalfiseerde manlike of vroulike klerk wat minstens die besoldiging ontvang wat in klousule 4 (1) vir 'n gekwalfiseerde manlike of vroulike klerk voorgeskryf word, onderskeidelik as 'n gekwalfiseerde manlike of vroulike klerk gereken word, en mag 'n gekwalfiseerde vroulike klerk wat minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalfiseerde manlike klerklike werknemer voorgeskryf word, as sodanig gereken word;

(b) mag 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n klerk verrig, geag word 'n gekwalfiseerde manlike of vroulike klerk te wees.

(8) 'n Bestelwaverkoopsman mag nie in beheer geplaas word oor of verantwoordelik wees vir meer as een bestelwa nie.

(9) By die toepassing van die getalsverhouding van werknemers soos in hierdie klousule bepaal, word 'n voorman en 'n vakman wat met jaarlikse verlof of siekteverlof weg is, geag op 'n skof teenwoordig te wees; met dien verstande dat die voorman en die vakman nie gelyktydig afwesig mag wees nie.

#### 7. GEWONE EN OORTYDWERKURE.

(1) Die gewone werkure van opsieners, assistent-opsieners, bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente, bestellers en algemene assistente wat brood en/of banket aflewer, is hoogstens agt-en-veertig in 'n week van hoogstens ses werkdade, en die gewone werkure op 'n bepaalde dag is hoogstens tien, etensy uitgesluit.

(2) Vir die aflewering, verkoop, lewering, handel in, verwydering, oorpasing, vervoer, wegmaking of oerhandiging van brood en/of banket, mag geen werkgewer wat betrokke is in en geen persoon wat in diens is in die Bak- en/of Banketbaknywerheid,

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

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

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

(a) With the consent of the employee, deductions for holiday, sick, insurance, provident, pension funds, or any taxes due in terms of the Natives Taxation and Development Act, No. 41 of 1925, as amended;

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

(c) levies in terms of section 15 of this Agreement;

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

(e) when an employee has agreed to board or lodge with his employer, a deduction not exceeding the amount specified hereunder shall be made:—

Per Week. Per Month.

R R

(i) Board . . . . . 0.85 3.68

(ii) Lodging . . . . . 0.40 1.73

(iii) Board and Lodging . . . . . 1.25 5.41

(f) with the written consent of the employee, deductions for subscriptions to a trade union registered in terms of the Act.

#### 6. PROPORTION OR RATIO OF EMPLOYEES.

(1) In every establishment at least one foreman and one journeyman shall be employed on every shift.

(2) There shall be employed one foreman and one journeyman on every shift before a Grade I employee may be employed: Provided that a journeyman may be employed in preparing dough for a period not exceeding four hours before the commencement of the normal shift, such journeyman being permitted to cease work the equivalent number of hours before the end of the normal shift.

(3) For each foreman and a journeyman an employer may employ not more than four grade I employees, and for each additional journeyman employed in a shift not more than two additional grade I employees may be employed.

(4) For the purpose of sub-section (1), an employer who is wholly or mainly engaged in his own establishment as a foreman may be reckoned as such provided he has caused his name to appear in the time and wage register and has clearly stated therein the occupation in which he is engaged.

(5) Not more than one member of any firm or partnership shall, for the purposes of this section be considered an employer.

(6) An employer must employ one full-time overseer before assistant overseers can be employed.

(7) An employer shall not employ an unqualified male or female clerical employee unless he has in his employ a qualified male or female clerical employee and for each three or part of three qualified male or female clerical employees employed, not more than two unqualified male or female clerical employees may be employed.

For the purpose of this clause—

(a) an unqualified male or female clerical employee receiving not less than the remuneration prescribed in clause 4 (1) for a qualified male or female clerical employee may be reckoned as a qualified male or female clerical employee respectively; and a qualified female clerical employee receiving not less than the wages prescribed in clause 4 (1) for a qualified male clerical employee, may be reckoned as such;

(b) an employer who is wholly or mainly engaged in performing the work of a clerical employee may be deemed to be a qualified male or female clerical employee.

(8) A van salesman shall not be in charge of nor responsible for more than one van.

(9) For the purpose of the proportion or ratio of employees as provided for under this section, a foreman and journeyman who are away on annual leave or on sick leave shall be deemed to be present on a shift provided the foreman and the journeyman are not absent at the same time.

#### 7. ORDINARY HOURS OF WORK AND OVERTIME.

(1) The ordinary hours of work of overseers, assistant overseers, van salesmen, van salesmen's assistants, delivery employees and general assistants, engaged in the delivery of bread and/or confectionery shall not exceed forty-eight in a week of not more than six working days, and the ordinary hours of work in any one day shall not exceed ten, excluding meal hours.

(2) For the purposes of delivery, sale, supply, dealing in removal, transfer, transportation, disposal or handing over of bread and/or confectionery, no employer engaged and no person employed in the Baking and/or Confectionery Industry shall

die bedryfsinrigting voor 6 vm. en na 4 nm. op Maandag tot en met Saterdag verlaat nie, en al diegene wat in hierdie subklousule bedoel word, moet teen 5 nm. op Maandag tot en met Saterdag na die bedryfsinrigting terugkeer.

(3) (a) Geen werkgewer wat betrokke is in en geen persone wat in diens is in die Bak- en/of Banketnywerheid in die land-drosgebied Durban, mag brood en/of banket deur middel van 'n motor of bespanne voertuig aflewer, daarin handel dryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—

- (i) suid van 'n reguit lyn wat strek tussen die Illovo-ri-  
brûe en Odidini;
- (ii) wes van 'n reguit lyn wat strek tussen Odidini en  
Umbumbulu;
- (iii) noordwes van die reguit lyne wat strek tussen Umbumbulu  
en Mariannhill—Mariannhill en Sarniabrug—Sarniabrug en  
die aansluiting van Jan Smutshoofweg en Attercliffweg;
- (iv) suidwes van 'n reguit lyn wat strek tussen Attercliffweg en  
Clermont;
- (v) suidwes van 'n reguit lyn wat strek tussen Clermont en  
die Umzimyati-staanplek vir busse;
- (vi) noordwes van 'n reguit lyn wat strek tussen die Umzim-  
yati-staanplek vir busse en die Katolieke Sendingstasie by  
Inanda;
- (vii) noord van die reguit lyne wat strek tussen die Katolieke  
Sendingstasie by Inanda en die Saccharinehotel en die  
Saccharinehotel en Umhlanga Rocks.

(b) Geen werkgewer wat betrokke is in en geen persoon wat in diens is in die Bak- en/of Banketnywerheid in die land-drosgebied Inanda, mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, daarin handel dryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—suid van die reguit lyne wat van die noordelike grens van die landdrosdistrik Pinetown af ooswaarts strek tot by die Katolieke Sendingstasie by Inanda, en van die Katolieke Sendingstasie by Inanda af na die Saccharinehotel en van die Saccharinehotel af na Umhlanga Rocks.

(c) Geen werkgewer wat betrokke is in en geen persoon wat in diens is in die Bak- en/of Banketnywerheid in die land-drosdistrik Pinetown, mag brood en/of banket deur middel van 'n motor- of bespanne voertuig aflewer, daarin handel dryf, dit verkoop, lewer, oorhandig, wegmaak, oorplaas, verwyder of vervoer nie—

- (i) oos van die reguit lyne wat strek tussen Odidini—  
Umbumbulu, Umbumbulu—Northdenebrug, Northdene-  
brug—Nelson's Quarries;
- (ii) oos van die reguit lyne wat strek tussen Nelson's  
Quarries—Clermont, Clermont—Umzimyati-staanplek vir  
busse, Umzimyati-staanplek vir busse—Katolieke Sending-  
stasie by Inanda;
- (iii) noord van 'n reguit lyn wat strek tussen die noordelike  
grens van die landdrosdistrik Pinetown en die Katolieke  
Sendingstasie by Inanda.

(4) Geen werkgewer wat betrokke is in en geen persoon wat in diens is in die Nywerheid, mag brood en/of banket op 'n Sondag of 'n openbare vakansiedag wat in klousule 8 (7) van hierdie Ooreenkoms gespesifiseer word, aflewer, daarin handel dryf, dit verkoop, lewer, wegmaak, oorplaas, verwyder, vervoer of aan enige persoon oorhandig nie, behalwe waar so 'n openbare vakansiedag op 'n Saterdag of 'n Maandag val.

(5) Geen werkgewer wat betrokke is in en geen persoon wat in diens is in die Bak- en/of Banketnywerheid, mag voor 6 vm. en na 6 nm. op Maandag tot en met Saterdag in brood en/of banket handel dryf, dit verkoop, lewer of oorhandig nie.

(6) Die gewone werkure vir alle werknemers, uitgesonderd 'n wag en diegene wat in subklousule (1) van hierdie klousule gespesifiseer word, is hoogstens ses-en-veertig in 'n bepaalde week wat hoogstens ses werkdag het. Met uitsondering van 'n ononderbroke etenspouse soos in subklousule (5) gemeld, moet die daaglikse gewone werkure van werknemers aaneenlopend en hoogstens die volgende wees:—

- (a) In die geval van 'n fabriek waarin ses dae per week gewerk word—
  - (i) ses-en-veertig in 'n week van Maandag tot en met Saterdag;
  - (ii) agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en in so 'n geval mag die ure op die ander dae hoogstens agt en 'n half op 'n dag wees indien sodanige verlenging nie meebring dat die gewone werkure meer as ses-en-veertig in 'n week is nie;
- (b) in die geval van 'n fabriek waarin vyf dae per week gewerk word—
  - (i) ses-en-veertig uur in 'n week van Maandag tot en met Vrydag;
  - (ii) nege en 'n kwart op 'n dag indien sodanige verlenging nie meebring dat die gewone werkure meer as ses-en-veertig in 'n week is nie.

(7) *Etenspouse*.—'n Werkgewer mag nie van sy werknemer, uitgesonderd 'n bestelwerverkooptman, bestelwerverkooptman se assistent, besteller, algemene assistent en arbeider wat rantsone kook, vereis of hom toelaat om vir langer as vyf uur aaneen te werk sonder 'n pouse van minstens een uur waarin geen werk

leave the establishment before 6 a.m. and after 4 p.m. on Mondays to Saturdays inclusive and all persons referred to in this sub-clause shall return to the establishment by 5 p.m. on Mondays to Saturdays inclusive.

(3) (a) No employer engaged and no persons employed in the Baking and/or Confectionery Industry in the Magisterial area of Durban, shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) south of a straight line running through the Illovo River  
Bridges and Odidini;
- (ii) west of a straight line running between Odidini and  
Umbumbulu;
- (iii) north-west of straight lines running between Umbumbulu  
and Mariannhill—Mariannhill and Sarnia Bridge—Sarnia  
Bridge and the junction of Jan Smuts Highway and  
Attercliffe Road;
- (iv) south-west of a straight line running between Attercliffe  
Road and Clermont;
- (v) south-west of a straight line running between Clermont and  
the Umzimyati Bus Rank;
- (vi) north-west of a straight line running between the Umzim-  
yati Bus Rank and Inanda Catholic Mission;
- (vii) north of straight lines running between the Inanda Catholic  
Mission and the Saccharine Hotel and the Saccharine Hotel  
and Umhlanga Rocks.

(b) No employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial area of Inanda shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of motor or animal-drawn vehicle—south of straight lines from the northern boundary of the Pinetown Magisterial District, running east to the Inanda Catholic Mission, the Inanda Catholic Mission to the Saccharine Hotel and the Saccharine Hotel to Umhlanga Rocks.

(c) No employer engaged and no person employed in the Baking and/or Confectionery Industry in the Magisterial area of Pinetown, shall deliver, deal in, sell, supply, hand over, dispose of, transfer, remove or transport any bread and/or confectionery by means of a motor or animal-drawn vehicle—

- (i) east of straight lines running between Odidini—Umbum-  
bulu, Umbumbulu—Northdene Bridge, Northdene Bridge  
—Nelson's Quarries;
- (ii) east of straight lines running between Nelson's Quarries—  
Clermont, Clermont—Umzimyati Bus Rank, Umzimyati  
Bus Rank—Inanda Catholic Mission;
- (iii) north of a straight line running east between the northern  
boundary of the Pinetown Magisterial District and the  
Inanda Catholic Mission.

(4) No employer engaged and no person employed in the Industry shall deliver, deal in, sell, supply, dispose of, transfer, remove, transport or hand over to any person any bread and/or confectionery on a Sunday or on any public holiday specified in Clause 8 (7) of this Agreement, except where such public holiday falls on a Saturday or a Monday.

(5) No employer engaged and no person employed in the Baking and/or Confectionery Industry shall deal in, sell, supply or hand over any bread and/or confectionery before 6 a.m. and after 6 p.m., on Mondays to Saturdays, inclusive.

(6) For all employees other than watchmen and those specified in sub-clause (1) of this clause, the ordinary hours of work shall not exceed forty-six in any one week of not more than six working days. The ordinary daily hours of work of employees shall be consecutive except for an uninterrupted break for meals, as set out in sub-clause (7), and shall not exceed—

- (a) in the case of a factory in which a six-day week is observed—
  - (i) forty-six hours in any week from Monday to Satur-  
day inclusive;
  - (ii) eight hours in any day, unless the hours on one day  
do not exceed five, in which case the hours on the  
other days shall not exceed eight and a half on any  
day, if by such extension the ordinary hours of work  
do not exceed forty-six in any week;
- (b) in the case of a factory in which a five-day week is observed—
  - (i) forty-six hours in any week from Monday to Friday  
inclusive;
  - (ii) nine and a quarter in any day, if by such extension  
the ordinary hours of work do not exceed forty-six  
in any week.

(7) *Meal Breaks*.—An employer shall not require or permit his employee other than a salesman, van salesmen's assistants, delivery employees, general assistants and labourers employed in cooking rations, to work for more than five hours continuously without an interval of not less than one hour during which no

gedoen mag word nie, en sodanige pouse word nie geag deel uit te maak van die gewone of oortydure nie; met dien verstande dat—

- (i) indien so 'n pouse langer as een uur is, elke tydperk van meer as een en 'n kwart uur geag word gewone werkure te wees;
- (ii) werkyte wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees tensy 'n ooreenkoms kragtens voorbehoudsbepaling (iv) van toepassing is;
- (iii) in die geval van bestelwaverkoopsmanne, bestelwaverkoopsmanne se assistente, bestellers, algemene assistente en arbeiders wat rantsoene koop, pouses van minder as een uur vir etes afgestaan mag word met dien verstande dat sodanige pouses altesaam minstens een uur op 'n dag is;
- (iv) 'n werkgewer met sy werknemer mag ooreenkom om die tydperk van sodanige etespouse te verkort tot minstens 'n half uur, en in so 'n geval mag die etespouse aldus verkort word nadat die werkgewer sodanige ooreenkoms by die Sekretaris van die Raad ingedien het.

(8) Ondanks die bepalinge van subklousule (1) en (5), mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk, en 'n werknemer moet indien daar van hom vereis word om oortyd te werk, sodanige oortyd werk vir 'n totale tydperk van hoogstens tien uur in 'n bepaalde week, behoudens enige verlenging van hierdie ure wat die Raad mag toelaat; met dien verstande dat daar van geen vroulike werknemer vereis of sy nie toegelaat mag word om—

- (i) tussen 6 nm. en 6 vm. te werk nie; of
- (ii) na een-uur nm. op meer as vyf dae in 'n week te werk nie; voorts met dien verstande dat daar van geen vroulike werknemer vereis of sy nie toegelaat mag word om oortyd—

- (i) vir meer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as sestig dae in 'n jaar;

te werk nie tensy die werkgewer—

- (a) so 'n werknemer voor die middag kennis daarvan gegee het; en
- (b) so 'n werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk begin het; of
- (c) so 'n werknemer 'n toelae van minstens 20 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(9) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer wat oortyd werk, minstens die volgende betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en een-derde maal sy weeklikse besoldiging, gedeel deur sy gewone werkure, ten opsigte van elke uur of gedeelte van 'n uur oortyd wat altesaam op enige dag in die week aldus gewerk is;
- (b) in die geval van 'n los werknemer, een en een-derde maal sy daaglikse besoldiging, gedeel deur nege, waar daar vyf dae per week gewerk word, of gedeel deur agt en 'n half waar daar ses dae per week gewerk word, ten opsigte van elke uur of gedeelte van 'n uur wat aldus op 'n dag gewerk is;

met dien verstande dat wanneer daar in enige week 'n verskil is tussen die oortydwerk wat bereken is op 'n daaglikse grondslag en die oortydwerk wat bereken is op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortyd gedurende die week gee, aanvaar moet word.

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

(11) Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie.

(12) Bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeel en voormanne wat verantwoordelike posisies beklee en wat 'n besoldiging van minstens R1,800 per jaar ontvang, is vrygestel van die bepalinge van subartikel (7) en (8) van hierdie klousule; met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer die bepalinge hiervan skriftelik aanvaar het; en voorts met dien verstande dat sodanige persone, van wie vereis word of wat toegelaat word om meer as 10 uur in 'n week oortyd te werk, vir sodanige addisionele oortydure besoldig moet word soos in subklousule (9) (a) van hierdie klousule bepaal.

#### 8. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werknemer is geregtig op en moet, na elke voltooide jaar diens by dieselfde werkgewer—

- (a) in die geval van 'n wag, drie agtereenvolgende weke verlof;
- (b) in die geval van alle ander werknemers, twee agtereenvolgende weke verlof;
- (c) in die geval van 'n werknemer wat meer as ses maande per jaar nagskof of meer as drie maande aaneen nagskof werk, drie agtereenvolgende weke verlof

met dien betaling verleen word en moet, ten opsigte van elke week daarvan, gedurende die week onmiddellik voor die verlof-tydperk 'n bedrag betaal word wat minstens gelyk is aan die weeklikse besoldiging wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf word of aan die weeklikse besoldiging wat werklik aan die werknemer betaal is in die geval van 'n werknemer wat 'n hoër loon ontvang as die minimum wat voorgeskryf word.

work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (i) if such interval is for longer than one hour any period in excess of 1½ hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour, except when an Agreement by virtue of proviso (iv) applies, shall be deemed to be continuous;
- (iii) in the case of van salesmen, van salesmen's assistants, delivery employees, general assistants and labourers cooking rations, intervals of less than one hour may be taken for meals, provided the aggregate is not less than one hour in a day;
- (iv) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and, in that event and after the employer has lodged a statement of such agreement with the Secretary of the Council, the meal interval may be so reduced.

(8) Notwithstanding the provision of sub-clauses (1) and (7), an employer may require or permit an employee to work overtime and an employee if required to work overtime shall work such overtime for a total period of not more than ten hours in any one week, subject to any extension of these hours which may be allowed by the Council; provided that no female employee shall be required or allowed to work—

- (i) between 6 p.m. and 6 a.m.; or
- (ii) after one o'clock p.m., on more than five days in any one week;

provided further that no female employee shall be required or allowed to work overtime—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than sixty days in any year;

unless the employer has—

- (a) given notice thereof to such employee before mid-day; and
- (b) provided such employee with an adequate meal before she has commenced overtime; or
- (c) paid such employee an allowance of not less than twenty cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(9) *Payment for Overtime*.—An employer shall pay his employee who works overtime at a rate of not less than—

- (a) in the case of an employee, other than a casual employee, one and one-third times his weekly remuneration divided by his ordinary hours of work in respect of each hour or part of an hour in the aggregate of the overtime so worked on any day in the week;
- (b) in the case of a casual employee, one and a third times his daily remuneration divided by nine, in the case of a five-day week; or eight and a half in the case of a six-day week, in respect of each hour or part of an hour so worked on any day;

provided that where, in any 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) Every employer shall appoint the man in charge of each shift to be responsible for the recording of hours of work of all employees on shift.

(11) The provisions of this clause shall not apply to a watchman.

(12) Managers, sub-managers, senior managerial, professional and administrative personnel and foreman holding responsible positions who receive a remuneration of not less than R1,800 per annum are exempt from the provisions of sub-section (8) and (9) of this clause provided that this sub-clause shall not apply unless an employee has signified, in writing, his acceptance of the provisions hereof; provided further that such persons who are required or permitted to work overtime in excess of 10 hours in any week shall be paid, for such additional overtime hours, at the rate provided in sub-clause (9) (a) of this clause.

#### 8. ANNUAL LEAVE, PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employee shall be entitled to and be granted, after each completed year of employment with the same employer—

- (a) in the case of a watchman, three consecutive weeks' leave;
- (b) in the case of every other employee, two consecutive weeks' leave;
- (c) in the case of an employee who works more than six months per year on night shift or more than three months consecutively on night shift, three consecutive weeks' leave;

on full pay and shall in respect of each week thereof be paid, during the week immediately preceding the period of leave, an amount of not less than the weekly remuneration prescribed for an employee of his class in section 4 (1) or the weekly remuneration actually paid to the employee in the case of an employee who is in receipt of wages in excess of the minimum prescribed.

(2) Behoudens die bepalings van subklousule (6) van hierdie artikel, moet die verlof waarop 'n werknemer kragtens subartikel (1) geregtig is, verleen word op 'n tyd wat die werkgewer vasstel maar wat nie later mag wees nie as vier maande na die verstryking van gemelde tydperk van twaalf maande diens; met dien verstande dat, indien 'n werknemer skriftelik daartoe ingestem het voor die verstryking van gemelde tydperk van vier maande, sy werkgewer sodanige verlof aan hom mag verleen vanaf 'n datum wat nie later as twee maande na die verstryking van gemelde tydperk van vier maande is nie.

(3) 'n Werkgewer moet 'n werknemer wat in 'n bepaalde diensjaar by dieselfde werkgewer een maand diens voltooi het en wie se dienskontrak voor die voltooiing van sodanige diensjaar eindig, by diensbeëindiging soos volg betaal:—

(a) In die geval van 'n werknemer wat in subklousule (1) (a) en (c) hierbo bedoel word, minstens een kwart van sy weeklikse besoldiging ten opsigte van elke maand diens wat hy voltooi het;

(b) in die geval van elke ander werknemer, 'n bedrag van minstens die weeklikse besoldiging wat hy ontvang het, gedeel deur 26, ten opsigte van elke week diens.

(4) 'n Werknemer wat kragtens subklousule (1) op 'n verlof-tydperk geregtig geword het en wie se diens eindig voor sodanige verlof toegestaan is, moet by diensbeëindiging betaal word soos voorgeskryf in subklousule (1) van hierdie klousule.

(5) 'n Werkgewer mag alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer gedurende die tydperk van een jaar diens waarop die verlof-tydperk betrekking het, met volle besoldiging aan sy werknemer verleen is, van sodanige verlof-tydperk aftrek.

(6) Wanneer daar van 'n werknemer, uitgesonderd 'n wag, vereis word of hy toegelaat word om op 'n Sondag te werk, moet sy werkgewer—

(a) werknemer soos volg betaal:—

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

(ii) indien hy vir 'n tydperk van langer as vier uur aldus werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer 'n addisionele een-derde van sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, en daarbenewens alle oortyd-besoldiging wat hy op sodanige Sondag mag gewerk het, bereken asof hy op 'n weekdag die ure soos in klousule 7 (5) bepaal gewerk het, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie met volle betaling verleen.

By die toepassing van paragraaf (b) van hierdie subklousule, word daar met die woorde "een dag vakansie" 'n aaneenlopende tydperk van minstens 30 uur bedoel.

(7) (a) Benewens die jaarlikse verlof wat in subklousule (1) voorgeskryf word, is 'n werknemer, uitgesonderd 'n wag, geregtig op verlof, en moet hy verlof verleen word op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag en moet hy ten opsigte van sodanige dag minstens sy gewone besoldiging betaal word asof hy op sodanige dag sy gemiddelde getal gewone werkbare vir daardie dag gewerk het.

(b) Wanneer 'n werknemer, uitgesonderd 'n wag, op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom minstens sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het indien hy nie aldus gewerk het nie; en vir alle oortyd wat hy op sodanige vakansiedae gewerk het, moet hy minstens sy gewone besoldiging betaal word vir elke uur gewerk.

(8) Besoldiging wat ingevolge die bepalings van subklousules (7) en (8) betaalbaar is, moet voor of op die eersvolgende betaal-dag na die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan die betrokke werknemer betaal word.

(9) By die toepassing van hierdie klousule—

(a) omvat die uitdrukking "dieselfde werkgewer", in die geval van 'n sakeonderneming of die verkoop van 'n sakeonderneming, die koper van die onderneming vir die tydperk waarin sodanige koper voortgaan om die onderneming te drijf waarin die werknemer werksaam is; en

(b) omvat "diens" alle tydperke waarin 'n werknemer—

(i) met verlof is ingevolge subklousule (1); of

(ii) militêre opleiding ontvang;

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

(iv) weens siekte vir 'n tydperk of tydperke van altesaam hoogstens 30 dae gedurende enige tydperk van 12 maande diens van die werk afwesig is;

(c) word diens geag te begin vanaf—

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

(ii) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het, naamlik die jongste datum.

(2) Subject to the provisions of sub-clause (3) of this section, the leave to which an employee is entitled in terms of sub-section (1) shall be granted at a time to be fixed by the employer, but not later than 4 months after the termination of the said period of 12 months of employment; provided that, if an employee has agreed thereto in writing before the expiry of the said period of 4 months, his employer may grant such leave to him as from a date not later than 2 months after the expiry of the said period of 4 months.

(3) An employee who, in any one year of employment with the same employer, has completed one month's employment and whose contract of employment terminates before the completion of such year of employment, shall, upon termination of employment be paid by his employer—

(a) in the case of an employee referred to in sub-clauses (1) (a) and (c) above, in respect of each completed month of his employment not less than one-fourth of his weekly remuneration;

(b) in the case of every other employee, in respect of each week of employment, an amount not less than the weekly remuneration he was receiving, divided by 26.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted, shall, upon termination of employment, be paid as prescribed in sub-clause (1) of this clause.

(5) An employer may set off against such period of leave any days 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.

(6) Where an employee, other than a watchman, is required or permitted to work on a Sunday, his employer shall—

(a) pay to the employee—

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

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

(b) pay the employee remuneration of an additional one-third of his ordinary rate of remuneration in respect of the total period worked on such Sunday and in addition any overtime he may have worked on such Sunday, calculated as if he had worked on a week day, the hours as set out in section 7 (b) and grant him, within seven days of such Sunday, one day's holiday on full pay.

For the purpose of paragraph (b) of this sub-clause, the words "one day's holiday" shall mean a consecutive period of not less than 30 hours.

(7) (a) In addition to the annual leave prescribed in sub-clause (1), an employee, other than a watchman, shall be entitled to and be granted leave on Good Friday, Ascension Day, Day of Covenant, Christmas Day and New Year's Day and shall be paid, in respect of such day, at a rate not less than his ordinary rate of remuneration as if he had, on such day, worked his average ordinary hours of work for that day.

(b) Whenever an employee, other than a watchman, works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration, in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked; and for all overtime worked by him on such holidays, at a rate not less than his ordinary remuneration for each hour worked.

(8) Remuneration payable in terms of the provisions of sub-clauses (6) and (7) shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration became payable.

(9) For the purposes of this clause—

(a) the expression "the same employer" includes, in the case of or sale of a business, the purchaser of the business for the period during which such purchaser continues to carry on the business in which the employee is employed; and

(b) "employment" includes any period during which an employee—

(i) is on leave in terms of sub-section (1); or

(ii) undergoes military training;

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

(iv) is absent from work owing to illness for a period or periods amounting in the aggregate to not more than 30 days during any period of 12 months' service;

(c) employment shall be deemed to commence from—

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

(ii) the date on which the employee last became entitled to leave on full pay, whichever is the later.

(d) Die verloftydperk mag nie met enige tydperk van siekteverlof ten opsigte waarvan 'n werknemer op siektebetaling kragtens klousule 14 geregtig is of met enige tydperk waarin daar van 'n werknemer vereis word om militêre opleiding te ontvang, saamval nie.

(10) Bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeel en voormanne wat verantwoordelike posisies beklee en wat 'n besoldiging van minstens R1,800 per jaar ontvang, is vrygestel van die bepalinge van subklousule (6) en (7) van hierdie klousule; met dien verstande dat hierdie subklousule nie van toepassing is nie tensy 'n werknemer die bepalinge hiervan skriftelik aanvaar het.

#### 9. BEDREWENHEIDCERTIFIKAAT.

(1) Wanneer 'n werkgever of 'n werknemer om 'n bedrewenheidscertificaat aansoek doen, moet hy sodanige aansoek deur tussenkoms van die Sekretaris van die Raad doen.

(2) Die bedrewenheidscertificaat mag slegs deur die Raad uitgereik en deur die Sekretaris onderteken word in die vorm van Aanhangsel B.

#### 10. ONGEMAGTIGDE INDIENSNEEMING VAN PERSONE.

(1) Geen werkgever mag enige persoon, uitgesonderd 'n vakman of 'n werktuigkundige soos in hierdie Ooreenkoms omskryf, of 'n vakleerling, vir die werk van 'n vakman of 'n werktuigkundige in diens neem nie.

#### 11. VERBOD OP INDIENSNEEMING IN SEKERE GEBIEDE.

(1) 'n Werkgever mag nie 'n werknemer toelaat om vir hom te werk terwyl daar 'n dienskontrak tussen daardie werknemer en 'n ander werkgever bestaan nie, en geen werknemer mag vir twee werkgevers werk nie.

(2) Niemand wat jonger as 15 jaar is, mag in die Nywerheid in diens geneem word nie.

#### 12. DIENSCERTIFIKAAT.

Elke werkgever moet 'n dienscertificaat in die vorm van Aanhangsel A van hierdie Ooreenkoms gratis uitreik ten opsigte van elke werknemer wat sy diens verlaat.

#### 13. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, 24 uur kennis;
- (b) na die eerste vier weke diens, een week kennis

gee van sy voorneme om die kontrak te beëindig, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal of te verbeur:—

- (i) In die geval van 24 uur kennisgewing, die weeklikse besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het, gedeel deur ses;
- (ii) in die geval van 'n week kennisgewing, die weeklikse besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het;

met dien verstande dat die volgende nie hierdeur geraak word nie:—

- (i) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen die werkgever en sy werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank en langer as een week is;
- (iii) die inwerkingtreëding van verbeurings of boetes wat regtens van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling in plaas van kennisgewing in verhouding wees met die kennisgewingstermyn waarvoor daar ooreengekom word.

(3) Die kennisgewing wat in subklousule (1) bedoel word, loop vanaf die dag waarop daar kennis gegee is en mag nie met jaarlikse verlof of siekteverlof of militêre opleiding saamval nie.

#### 14. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat, na drie maande diens by hom, van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is—

- (a) in die geval van 'n werknemer wat ses dae per week werk, altesaam twaalf dae; en
- (b) in die geval van 'n werknemer wat vyf dae per week werk, altesaam tien werkdag; en
- (c) in die geval van 'n wag wat sewe dae per week werk, altesaam veertien werkdag;

siekteverlof toestaan gedurende enige bepaalde jaar diens by hom en moet hom ten opsigte van elke dag daarvan 'n bedrag van minstens—

- (i) in die geval van 'n werknemer wat ses dae per week werk, een-sekste; en
- (ii) in die geval van 'n werknemer wat vyf dae per week werk, een-vyfde; en
- (iii) in die geval van 'n wag wat sewe dae per week werk, een-sewende;

(d) The period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 14 nor with any period during which an employee is required to undergo military training.

(10) Managers, sub-managers, senior managerial, professional and administrative personnel and foremen holding responsible positions who receive a remuneration of not less than R1,800 per annum are exempt from the provisions of sub-sections (6) and (7) of this clause, provided that this sub-clause shall not apply unless an employee has signified in writing, his acceptance of the provision hereof.

#### 9. CERTIFICATE OF COMPETENCY.

(1) Whenever an employer or employee applies for a Certificate of Competency, he shall make such application through the Secretary of the Council.

(2) The Certificate of Competency may only be issued by the Council and signed by the Secretary in the form of Annexure B.

#### 10. UNAUTHORISED EMPLOYMENT OF PERSONS.

(1) No employer shall employ any person other than a journeyman or mechanic as defined in this Agreement or an apprentice, on journeyman's or mechanic's work.

#### 11. PROHIBITION OF EMPLOYMENT IN CERTAIN CASES.

(1) No employer shall permit any employee to work for him during the subsistence of a contract of service between that employee and another employer and no employee shall perform work for two employers.

(2) No person under the age of 15 years shall be employed in the Industry.

#### 12. CERTIFICATE OF SERVICE.

Every employer shall issue, free of charge, a certificate of service in the form of Annexure A to this Agreement, in respect of each employee leaving his service.

#### 13. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment, 24 hours notice;
- (b) one week's notice after the first four weeks of employment;

of his intention to terminate the contract or an employer or an employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer in lieu of such notice not less than—

- (i) in the case of 24 hours' notice, the weekly remuneration which the employee was receiving at the date of such termination divided by six;
- (ii) in the case of a week's notice, the weekly remuneration which the employee was receiving at the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the operation of any forfeiture or penalties which by law, may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which the notice was given and shall not run concurrently with annual leave or sick leave or military training.

#### 14. SICK LEAVE.

(1) An employer shall grant to his employee, after three month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve days; and
- (b) in the case of an employee who works a five-day week, ten work days; and
- (c) in the case of a watchman who works a seven-day week, fourteen work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each day thereof an amount not less than—

- (i) in the case of an employee who works a six-day week, one-sixth; and
- (ii) in the case of an employee who works a five-day week, one-fifth; and
- (iii) in the case of a watchman who works a seven-day week, one-seventh;

van die weeklikse besoldiging betaal wat hy onmiddellik voor die begin van sodanige verlof ontvang het; met dien verstande dat die werkgewer mag vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, of andersins 'n behoorlik ondertekende hospitaalsertifikaat wat die aard en duur van die werknemer se siekte aantoon, getoon moet word ten opsigte van elke afwesigheidstydperk waarvoor betaling geëis word; met dien verstande voorts dat, waar daar ingevolge 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging in enige fabriek 'n siektebystands- of voorsorgsfonds bestaan of ingestel mag word waartoe die werkgewer ten opsigte van elk een van sy werknemers 'n bedrag bydra van minstens die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is en ten opsigte waarvan 'n werknemer ingeval van afwesigheid of afwesighede van werk weens siekte of 'n ongeluk, uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is) geregtig is om 'n bepaalde jaar 'n totale bedrag wat minstens gelyk is aan sy volle besoldiging vir twee weke, ten opsigte van sodanige afwesigheid of afwesighede te ontvang onder omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

#### 15. VRYSTELLINGS.

(1) Behoudens die bepalings van artikel een-en-veertig (3) van die Wet, mag die Raad om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is, bepaal; met dien verstande dat die Raad enige vrystelling mag intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie; en voorts met dien verstande dat die betrokke persoon een week vooraf skriftelik in kennis gestel is.

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

- (i) Die volle naam van die betrokke persoon;
  - (ii) die bepalings van die Ooreenkoms waarvan vrystellings verleen word;
  - (iii) die voorwaardes waarop sodanige vrystelling verleen word; en
  - (iv) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
  - (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word en 'n kopie van die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur;
  - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

#### 16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer—

- (a) 'n bedrag van 3 sent per week van die verdienste van sy werknemers (uitgesonderd vakleerlinge) vir wie 'n minimum besoldiging van minder as R9 in hierdie Ooreenkoms voorgeskryf word; en 'n bedrag van 5 sent per week van die verdienste van diegene vir wie 'n minimum besoldiging van R9 en meer voorgeskryf word, aftrek; en
- (b) by die bedrag wat ingevolge paragraaf (a) afgetrek is, 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag wat afgetrek is en die totale bedrag wat bygedra is, voor of op die vyftiende dag van elke maand aan die Sekretaris van die Raad stuur.

#### 17. VERTONING VAN OOREENKOMS.

Alle werkgewers moet 'n leesbare kopie van hierdie Ooreenkoms opklap en opgeklap hou op 'n opvallende plek in hul inrigtings, waar dit vir alle werknemers gereedelik toeganklik is.

#### 18. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

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

#### 19. UITLEG VAN OOREENKOMS.

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

(2) Enige geskil wat ontstaan in verband met die uitleg van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

#### 20. AGENTE.

(1) Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee.

Die agent het die reg om—

- (a) te eniger tyd 'n bedryfsinrigting te betree, te inspekteer en te ondersoek indien hy redelike gronde het om te vermoed dat iemand daarin werksaam is;
- (b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedvinde of alleen of in die teenwoordigheid van iemand anders mondelings in verband met sake wat op hierdie Ooreenkoms betrekking het, te ondervra, en hy mag van sodanige werknemer vereis om die gestelde vrae te beantwoord;

of the weekly remuneration which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, or alternatively a duly signed hospital certificate showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further, that where, in any factory, there exists or may be established by virtue of an Agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full remuneration for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

#### 15. EXEMPTIONS.

(1) The Council may, subject to the provisions of section fifty-one (3) of the Act, grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall determine, in respect of any person granted exemption, the conditions subject to which such exemption is granted, and the period during which such exemption shall operate, provided that the Council may withdraw any exemption whether or not the period for which such exemption was granted has expired, and provided, further that one week's notice in writing, has been given to the person concerned.

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

#### 16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall—

- (a) deduct from the earnings of his employees (other than apprentices) for whom minimum remuneration of less than R9 is prescribed in this Agreement, an amount of 3c per week and for whom minimum remuneration of R9 and over is prescribed, an amount of 5c per week; and
- (b) add to the amount deducted, in terms of paragraph (a), a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the 15th day of each month.

#### 17. EXHIBITION OF AGREEMENT.

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

#### 18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

#### 19. INTERPRETATION OF AGREEMENT.

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

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

#### 20. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

The agent shall have the right to—

- (a) enter, inspect and examine any establishment at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine either alone or in the presence of any other person as he thinks fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place, and require such employee to answer the questions put;

- (c) van 'n werkgewer te vereis om enige kennisgewing, boek, lys of dokument voor te lê wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;
- (d) te vereis dat alle registers van tye wat gewerk is, betaalstate, boeke of dokumente waarin boekgehou word van tyd gewerk of die werklike besoldiging of skale, hetsy vir stukwerk of andersins, wat betaal is aan 'n werknemer wie se besoldiging in hierdie Ooreenkoms vasgestel word, getoon word, en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent mag 'n tolk saam met hom neem wanneer hy sodanige plek betree, inspekteer of ondersoek.

(3) Alle werkgewers en werknemers vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet al die fasiliteite wat hierbo vermeld word, aan die agent verleen.

#### 21. UNIFORMS.

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy regtens of ingevolge 'n regulasie aan sy werknemer moet verskaf, gratis aan bestelwaverkoopsmanne, bestelwa verkoopsmanne se assistente of 'n werknemer verskaf, en dit in 'n goeie en skoon toestand hou, en sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgewer.

#### 22. KENNISGEWING.

Elke werkgewer wat brood en/of banket vervoer, moet sy volle naam opvallend vertoon op alle voertuie, met inbegrip van fietse en driewiele, wat vir dié doel gebruik word.

#### 23. LEDEGELDE VIR VAKVERENIGING.

Elke werkgewer moet die ledegelde wat aan die vakvereniging betaalbaar is en wat ooreenkomstig die bepalinge van klousule 5 (5) (f) afgetrek word, saam met 'n lys wat die name van die werknemers en die totale bedrag wat aldus ingevorder is, voor of op die tiende dag van elke maand aan die sekretaris van die vakvereniging stuur.

Namens die partye op hede die tweede dag van April 1963 te Durban onderteken.

E. J. VINE-JORY,  
Voorsitter van die Raad.

M. J. WALTERS,  
Ondervoorsitter van die Raad.

P. H. THOMAS,  
Sekretaris van die Raad.

#### AANHANGSEL A.

No. van Sertifikaat.....

#### DIENSSERTIFIKAAT.

(Uitgereik kragtens klousule 9 van die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing No. .... van 196...)

Naam van nywerheid.....

Naam en adres van firma.....

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

- (1) Volle naam van werknemer.....
- (2) Adres.....
- (3) Geslag.....
- (4) Ouderdom.....
- (5) Beroep.....
- (6) Loon-betalbaar op uitdienstredingsdatum.....
- (7) Datum van indienstreding by my.....
- (8) Datum van uitdienstreding by my.....
- (9) Nommer van die sertifikaat deur die vorige werkgewer uitgereik.....

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

Handtekening van werkgewer.

L.W.—Die werkgewer moet 'n duplikaat van hierdie sertifikaat hou.

#### AANHANGSEL B.

#### SERTIFIKAAT VAN BEDREWENHEID.

Hierby word gesertifiseer dat die Nywerheidsraad vir die Bak- en/of Banketnywerheid van mening is dat.....wat by.....in diens is, ten volle bevoeg is om die pligte van 'n.....te onderneem.

Sekretaris.

Datum.....

- (c) require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;

- (d) require the production of, inspect, examine and copy all records of time worked, pay-sheets, books or documents wherein an account is kept of time worked or actual remuneration or rates whether by piece or not, paid to any employee, whose remuneration is fixed by this Agreement.

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

(3) Every employer and employee upon whom the provisions of this Agreement are binding shall grant to the agent all the facilities referred to above.

#### 21. UNIFORMS.

An employer shall supply, maintain and keep in a good and clean condition, free of charge, any uniform, overalls or protective clothing to vanmen, vanmen's assistants or to any employee which by any law or regulation he may be compelled to provide for his employee, and such uniform, overalls or protective clothing shall remain the property of the employer.

#### 22. NOTICE.

Every employer conveying bread and/or confectionery shall prominently display on all vehicles including bicycles and tricycles used for that purpose, his full name.

#### 23. TRADE UNION SUBSCRIPTIONS.

The subscriptions payable to the trade union, deducted in accordance with the provisions of clause 5 (5) (f), shall be forwarded by each employer, not later than the 10th day of each month, together with a list showing the names of the employees and the total amount thus collected, to the secretary of the trade union.

Signed for and on behalf of the parties at Durban on this 2nd day of April, 1963.

E. J. VINE-JORY,  
Chairman of the Council.

M. J. WALTERS,  
Vice-Chairman of the Council.

P. H. THOMAS,  
Secretary of the Council.

#### ANNEXURE A.

No. of Certificate.....

#### CERTIFICATE OF SERVICE.

(Issued in terms of section 9 of the Industrial Council Agreement published under Government Notice No. ...., dated.....196.....)

Name of Industry.....

Name and address of firm.....

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

- (1) Full name of employee.....
- (2) Address.....
- (3) Sex.....
- (4) Age.....
- (5) Occupation.....
- (6) Rate of wages due at date of leaving.....
- (7) Date of entering my service.....
- (8) Date of leaving my service.....
- (9) Number of certificate issued by previous employer was:—.....

Dated at.....this.....day of.....19.....

Signature of Employer.

N.B.—Duplicate copy of this certificate must be retained by employer.

#### ANNEXURE B.

#### CERTIFICATE OF COMPETENCY.

This is to certify that the Industrial Council for the Baking and/or Confectionery Industry is of opinion that.....

employed by.....

is fully competent to undertake the duties of.....

Secretary.

Date.....

No. 1233.] [9 Augustus 1963.  
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN LEWENSKOSTEREGULASIES  
GEPUBLISEER BY OORLOGSMAATREËL No.  
43 VAN 1942, SOOS GEWYSIG.

BAK- EN/OF BANKETNYWERHEID, DURBAN,  
INANDA EN PINETOWN.

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, wat by Goewermentskennisgewing No. 1232 van 9 Augustus 1963 gepubliseer is.

M. VILJOEN,  
Adjunk-minister van Arbeid.

No. 1233.] [9 August 1963.  
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE  
REGULATIONS PUBLISHED UNDER WAR  
MEASURE No. 43 OF 1942, AS AMENDED.

BAKING AND/OR CONFECTIONERY INDUSTRY,  
DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, published under Government Notice No. 1232 of the 9th August, 1963.

M. VILJOEN,  
Deputy-Minister of Labour.

No. 1234.] [9 Augustus 1963.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

BAK- EN/OF BANKETNYWERHEID, DURBAN,  
INANDA EN PINETOWN.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, gepubliseer by Goewermentskennisgewing No. 1232 van 9 Augustus 1963, oor die algemeen vir persone wie se werkeure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,  
Adjunk-minister van Arbeid.

No. 1234.] [9 August 1963.  
FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941.

BAKING AND/OR CONFECTIONERY INDUSTRIES,  
DURBAN, INANDA AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, published under Government Notice No. 1232 of the 9th August, 1963, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,  
Deputy-Minister of Labour.

No. 1235.] [9 Augustus 1963.  
WET OP NYWERHEIDSVERSOENING, 1956.

BAK- EN/OF BANKETNYWERHEID, DURBAN,  
INANDA EN PINETOWN.

In opdrag van die Minister van Arbeid word hierby ingevolge die bepalings van subparagraaf (i) van paragraaf (c) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, bekendgemaak dat hy voornemens is om 'n kennisgewing ingevolge genoemde paragraaf (c) te publiseer waarby verklaar word dat die bepalings van klousules 1 (b), 3 tot en met 5 (5) (e), 6 tot en met 7 (2), 7 (4) tot en met 17, 19, 21 en 22 van die Ooreenkoms vir die Bak- en/of Banketnywerheid, Durban, Inanda en Pinetown, gepubliseer by Goewermentskennisgewing No. 1232 van 9 Augustus 1963, vanaf die tweede Maandag na die datum van publikasie van die voorgenome kennisgewing en vir die tydperk eindigende 31 Augustus 1965, bindend is vir alle werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die landdrosdistrik Umzinto.

Belanghebbende persone wat beswaar het teen die voorgestelde kennisgewing of die voorgestelde bepalings daarvan, word versoek om sodanige besware binne dertig dae vanaf die datum hiervan skriftelik by die Sekretaris van Arbeid, Laboriëgebou, hoek van Paul Kruger- en Schoemanstraat (Privaatsak 117), Pretoria, in te dien.

No. 1235.] [9 August 1963.  
INDUSTRIAL CONCILIATION ACT, 1956.

BAKING AND/OR CONFECTIONERY INDUSTRY,  
DURBAN, INANDA AND PINETOWN.

By direction of the Minister of Labour, it is hereby notified in terms of sub-paragraph (i) of paragraph (c) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, that he proposes to publish a notice in terms of the said paragraph (c) declaring the provisions of clauses 1 (b), 3 to 5 (5) (e) (inclusive), 6 to 7 (2) (inclusive), 7 (4) to 17 (inclusive), 19, 21 and 22 of the Agreement relating to the Baking and/or Confectionery Industry, Durban, Inanda and Pinetown, published under Government Notice No. 1232 of the 9th August, 1963, to be binding from the second Monday after the publication of the proposed notice and for the period ending the 31st August, 1965, upon all employers and employees engaged or employed in the said Industry in the Magisterial District of Umzinto.

Interested persons who have any objections to the proposed notice or the proposed provisions thereof, are called upon to lodge such objections, in writing, with the Secretary for Labour, Laboria Building, corner of Paul Kruger and Schoeman Streets (Private Bag 117), Pretoria, within thirty days from the date hereof.

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