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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1303.] [23 Augustus 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

BAK- EN/OF BANKETNYWERHEID (KAAP).

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 van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k) en 19, 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 landdrosdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k), 19 en 20, vanaf 1 September 1963, en vir die tydperk wat op 31 Augustus 1965 eindig, in die landdrosdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg *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. 1303.] [23 August 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

BAKING AND/OR CONFECTIONERY INDUSTRY
(CAPE).

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' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k) and 19, 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 Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg; 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 Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg and from the 1st September, 1963, and for the period ending the 31st August, 1965, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k), 19 and 20, 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.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET- NYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Cape Master Bakers' and/or Confectioners' Association

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant en die

Operative Bakers', Confectioners' and Conductors' Union

(hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset West, Stellenbosch, Paarl en Wellington nagekom word deur alle lede van die werkgewersorganisasie in die Bak- en/of Banketnywerheid en deur alle lede van die vakvereniging wat in die nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a) is hierdie Ooreenkoms—

- (i) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is, en op die werkgewers van sulke werknemers;
- (ii) van toepassing op vakleerlinge, vir sover dit nie met die Wet op Vakleerlinge, 1944, of enige kontrak of enige voorwaarde wat daarkragtens opgestel is, strydig is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasstel, en bly van krag vir twee jaar na die datum van die inwerkingtreding of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

(1) Tensy die teendeel blykbaar bedoel word, het enige uitdrukking in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf is, dieselfde betekenis as in dié Wet, en tensy dit strydig is met die verband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
„vakleerling” 'n werknemer wat gebind word deur 'n vakleerlingskapkontrak wat geregistreer is of as geregistreer beskou word ingevolge die Wet op Vakleerlinge, 1944, soos gewysig;
„bakker” 'n werknemer wat een of meer van die volgende werksaamhede verrig of daarvoor toesig hou:—

- (a) Deeg vervaardig en die bestanddele van deeg weeg en/of meng;
- (b) deeg met 'n masjien terugsky en/of teruglaan;
- (c) deeg met die hand deel en/of weeg, en/of vorm en/of vleg en/of in brode vorm;
- (d) beheer uitoefen oor die insit van brood in die oonde en/of uithaal daarvan uit die oonde en/of die regulering van die temperatuur van die oonde;
- (e) deeg in 'n oond sit en/of brood uit 'n oond uithaal wat nie 'n outomatiese of trekplaatond is nie, deur 'n bakkersgraaf te gebruik;

„bakkersassistent” 'n werknemer wat onder toesig van 'n bakker, 'n bakker help met die maak van brood;

„bakkerswinkel” 'n winkel wat vas is aan en/of deel vorm van die bakkerygebou en/of bakkerypersele;

„Bak- en Banketnywerheid” die nywerheid, waarin werkgewers en werknemers geassosieer is om brood en/of banket te bak of te maak, en omvat—

- (a) die bak of maak van ronde broodjies, bolletjies, korentebrood, oliebolle, bereide, mosbolletjies, koek, gebak, pastei, met gis bereide goedere en ander produkte van 'n bakkery waarvan deeg of beslag 'n samestellende deel vorm;
- (b) die vervaardiging van enige artikel of bestanddeel wat gebruik word vir die bak of maak van banket, indien dit gedoen word deur werkgewers en werknemers wat in die bedrywighede genoem in paragraaf (a) werksaam is;
- (c) alle bedrywighede wat sodanige werkgewers uitoefen en wat behoort by, in verband staan met, of die gevolg is van die bedrywighede wat in (a) genoem word, of die verspreiding van die produkte wat daarin genoem word, as dit uitgeoefen word deur sodanige werkgewers of hul werknemers, met inbegrip van die verspreiding en/of verkoop en/of uitstalling van genoemde produkte in of uit 'n bakkerswinkel;

maar uitgesonderd die vervaardiging van lekkergoed en beskuitjies, uitgesonderd handgemaakte beskuitjies;
„brood” sonder om die gewone betekenis te beperk, ook ronde broodjies, luukse brood, bolletjies, korentebrood en bolletjiesbrode;

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

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into by and between the
Cape Master Bakers' and/or Confectioners' Association

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

Operative Bakers', Confectioners' and Conductors' Union

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

being parties to the Industrial Council for the baking and/or Confectionery Industry, Cape.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Stellenbosch, Paarl and Wellington, by all members of the employers' organisation who are engaged in the Baking and/or Confectionery Industry and by all members of the trade union who are employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

- (i) only apply to employees for whom wages are prescribed in this agreement, and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.”

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force for a period of two years as from such date of coming into operation, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act and 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 or deemed to be registered under the Apprenticeship Act, 1944, as amended.

“Baker” means an employee who is engaged in supervising and/or performing one or more of the following operations:—

- (a) Manufacturing dough and/or weighing and/or mixing the ingredients used in making dough;
- (b) cutting back and/or knocking back dough by machine;
- (c) dividing and/or weighing dough by hand, and/or moulding and/or plaiting and/or shaping loaves;
- (d) controlling the putting into and/or withdrawing from ovens of bread and/or regulating the temperature of ovens;
- (e) inserting dough and/or withdrawing bread from an oven which is not an automatic or drawplate oven using a peel;

“baker's assistant” means an employee, who under the supervision of a baker, assists a baker in making bread;

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

“Baking and/or Confectionery Industry” means the industry in which employers and employees are associated for the purpose of baking and/or making bread and/or confectionery and includes—

- (a) the baking and/or making of rolls, buns, currant bread doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast goods, and other products of a bakehouse or which dough or batter forms a component part;
- (b) the manufacture of any commodity or ingredient used in baking or the making of confectionery if carried on by employers and employees engaged in the activities referred to in paragraph (a);
- (c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the products referred to therein, if carried on by such employers or their employees, including the distribution and/or sale and/or display of the said product at or from a baker's shop;

but excludes the manufacture of sweets and of biscuits other than hand made biscuits;

“bread” without limiting its ordinary meaning includes roll, fancy bread, buns, currant bread and bun-loaves;

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

„klerklike werknemer” ’n werknemer, uitgesonderd ’n stoor-man, wat skryfwerk, tikwerk of ander vorms van klerklike werk verrig en sluit ’n toonbankbediende, kassier en telefonis in;

„klerklike werknemer, manlik, gekwalifiseer,” ’n manlike klerklike werknemer, met minstens 5 jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer,” ’n manlike klerklike werknemer met minder as 5 jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer,” ’n vroulike klerklike werknemer met minstens 4 jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer,” ’n vroulike klerklike werknemer met minder as 4 jaar ondervinding;

„banketbakker” ’n werknemer wat toesig hou oor een of meer van die volgende werksaamhede, en/of dit verrig:—

(a) Banket vervaardig en/of die bestanddele wat gebruik word vir die maak van banket weeg en/of meet en/of meng;

(b) die mengsel wat ontstaan verdeel en/of weeg, en/of dit in panne of houters waarin dit gekook en/of gebak moet word, plaas, insluitende die kook en/of verglansing van oliebolle;

(c) deeg in ’n oond insit en/of banket uit die oond uithaal wat nie ’n outomatiese of ’n trekplaat-oond is nie deur ’n bakkersgraaf te gebruik;

(d) banket glaseer en/of opvul en/of afwerk;

„banketbakkersassistent” ’n werknemer wat onder toesig van ’n banketbakker, ’n banketbakker help om banket te maak; „banket”, sonder om die gewone betekenis in enige opsig te beperk, ook kook, pastei, vleispastei, gebak, koeksisters, handgemaakte beskuitjies, botterbroodjies en goedere wat metgis berei is, maar nie brood nie;

„Raad” die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap);

„toonbankklerk” ’n werknemer wat brood en/of banket oor ’n toonbank verkoop in ’n bakkerswinkel, bestellings uitvoer en kontant ontvang;

„dag” die tydperk van 24 uur, gereken van die tydstop af waarop die werknemer begin werk;

„afleringswerknemer” ’n werknemer, uitgesonderd ’n bestelwaman se assistent of afleringsassistent, wat te voet of per fiets, driewieler of met ’n handkar brood en/of banket afler en wat die kontant vir k.b.a.-bestellings kan inwonder;

„drywer” ’n werknemer, uitgesonderd ’n bestelwaman, wat ’n motorvoertuig of ’n perdevoertuig dryf wat te alle tye onder die regstreekse beheer van ’n bestelwaman staan;

„noodwerk” enige werk wat as gevolg van onvoorsiene oorsake soos brand, storm, ongeval, gewelddaad of diefstal, sonder versuim gedoen moet word en omvat die werk van of in verband met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

„inrigting” enige perseel in verband waarmee een of meer werknemers in die Bak- en Banketnywerheid werksaam is en sluit ’n bakkerswinkel in;

„ondervinding” met betrekking tot ’n klerklike werknemer, die totale tydperk of tydperke wat die werknemer as ’n klerklike werknemer in enige bedryf gedien het;

„voorman-bakker” ’n bakker wat in beheer is oor ’n skof wat brood maak;

„voorman-banketbakker” ’n banketbakker wat in beheer oor ’n skof wat banket maak, is;

„inspekteur of opsigter” ’n werknemer wat toesig hou oor die bestelwamane van ’n inrigting;

„stukwerker” ’n werknemer wat hoogstens drie dae in ’n week as ’n bakker en/of banketbakker by dieselfde werkgever in diens is;

„leerling-bestelwaman” ’n werknemer wat vir ’n maksimum proeftydperk van vier weke die werk van ’n bestelwaman onder regstreekse toesig van ’n bestelwaman doen ten einde die afleringsronde te leer ken;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

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

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

(c) bakke, panne, kiste, blikke, masjiene, gerei, skoorsteenkanale, skoorsteenpype of roetvangers met vet insmeer, of vir gebruik gereed maak; was of skoonmaak;

(d) brandstof na vure dra of aan vure voer, en as verwyder;

(e) laai of aflaai;

(f) neut skoonmaak, sorteer, kraak of maal;

(g) vrugte skoonmaak en/of pitte uithaal;

(h) eiers was, skoonmaak en/of breek;

(i) brood indraai; afsonderlike artikels indraai en/of dra en/of hulle in bakke, of ander houters verpak; blikke, kissies of brood etiketteer;

(j) ’n diervoertuig oppas;

(k) suiker klits;

(l) vleis met die hand fyn sny;

(m) brood met water of ander vloeistof was of besprinkel;

(n) kissies, blikke of ander houters vul;

(o) ’n handmaalmasjien of handbolletjiesverdelers bedien;

(p) op ’n gestelde skaal afweeg, maar uitgesonderd die weeg van deeg behalwe deeg toetsweeg wat outomaties deur ’n masjien verdeel is, of deeg op grootskaal weeg voor dit verdeel word;

(q) mure en bouwerk witkalk;

„clerical employee” means an employee, other than a storeman, who is engaged in writing, typing or any other form of clerical work and includes a counterhand, cashier and telephone operator;

„clerical employee, male, qualified” means a male clerical employee who has had not less than five years’ experience;

„clerical employee, male, unqualified” means a male clerical employee who has had less than five years’ experience;

„clerical employee, female, qualified” means a female clerical employee who has had not less than four years’ experience;

„clerical employee, female, unqualified” means a female clerical employee who has had less than four years’ experience;

„confectioner” means an employee who is engaged in supervising and/or performing one or more of the following operations:—

(a) Manufacturing confectionery and/or weighing and/or measuring and/or mixing the ingredients used in making confectionery;

(b) dividing and/or weighing the resultant mixture and/or placing it in pans or receptacles for cooking and/or baking; including the boiling and/or glazing of doughnuts;

(c) inserting dough and/or withdrawing confectionery from an oven which is not an automatic or drawplate oven, using a peck;

(d) icing and/or filling and/or finishing confectionery;

„confectioner’s assistant” means an employee who, under the supervision of a confectioner, assists a confectioner in making confectionery;

„confectionery” without limiting its ordinary meaning includes cakes, pies, pasties, pastries, koeksisters, hand made biscuits, scones and yeast-raised goods other than bread;

„council” means the Industrial Council for the Baking and/or Confectionery Industry (Cape);

„counter-hand” means an employee engaged at a counter in a baker’s shop in selling bread and/or confectionery, making up orders and handling cash;

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

„delivery employee” means an employee other than a vanman’s assistant or a delivery assistant, who delivers bread and/or confectionery on foot, or by means of a bicycle, tricycle or hand-propelled vehicle and who may collect cash for C.O.D. orders;

„driver” means an employee other than a vanman, engaged in driving a motor or horse-driven vehicle which is at all times under the direct control and supervision of a vanman;

„emergency work” means any work which owing to unforeseen causes such as fire, storm, accident, act of violence, or theft, must be done without delay and includes the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

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

„experience” means in relation to a clerical employee the total period or periods of employment which such employee has had in any trade as a clerical employee;

„foreman baker” means a baker who is in charge of a shift engaged in making bread;

„foreman confectioner” means a confectioner who is in charge of a shift engaged in making confectionery;

„inspector or overseer” means an employee who supervises the vanmen of an establishment;

„jobber” means an employee who is employed by the same employer as a baker and/or confectioner on not more than three days in any week;

„learner vanman” means an employee who for a maximum probationary period of 4 weeks performs the duties of a vanman under the direct supervision of a vanman for the purpose of becoming acquainted with a delivery round;

„labourer” means an employee who is engaged in one or more of the following duties or capacities:—

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

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

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

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

(e) loading or unloading;

(f) cleaning, sorting, cracking or grinding nuts;

(g) cleaning and/or stoning fruit;

(h) washing, cleaning and/or cracking eggs;

(i) wrapping bread; wrapping and/or carrying individual articles and/or packing them into trays or other containers; labelling tins, boxes or bread;

(j) minding an animal drawn van;

(k) beating up sugar;

(l) cutting up meat by hand;

(m) washing or spraying bread with water or other fluid;

(n) filling boxes, tins or other containers;

(o) operating a hand-mincing machine or hand bun-divider;

(p) weighing to a set scale, but excluding the weighing of dough other than test weighing dough, which has been automatically divided by machine, or weighing dough in bulk prior to dividing;

(q) limewashing walls and structures;

- (r) rantsone kook, of tee, koffie of dergelike drank maak;
- (s) kartonhouers inmeekaarsit;
- (t) uniforms, voorskote en oorpakke herstel, was en stryk;
- (u) brood en/of banket in outomatiese of trekplaatonde insit of uithaal onder die toesig van 'n bakker of banketbakker, maar uitgesonderd die gebruik van 'n bakkersgraaf om dit in 'n oond wat nie outomaties is of 'n trekplaat het nie, in te sit of uit te haal;
- (v) deeg in 'n masjien insit, dra en ontvang insluitende die ontvang van deeg vir die doel om dit in blikke of panne op te maak;
- (w) deeg terugklop en/of terugsnij maar nie met 'n masjien nie;
- (x) petroltenks volmaak, oliebakke leeg- en volmaak, motor- en/of ander voertuie olie en ghries, lug in- pomp, bande omruil, lekke in binnebande heelmaak met die gebruik van 'n domkrag om die voertuig op te lig en te laat sak, motors en motorenderdele skoonmaak, onderdele, materiaal en/of gereedskap vashou en onder toesig van 'n werktuigkundige in posisie plaas, wiele omruil en moere aandraai, 'n leë lorrie of een waarmee iets verkeerd gegaan het, dryf, masjinerie skoonmaak, olie en ghries, met inbegrip van oorhoofse dryfaste en die aanwending van bandsmeermiddels.

Vir die toepassing van hierdie woordbepaling omvat die woorde „materiaal of gerei dra” die insit van deeg in 'n masjien, maar nie die uithaal van deeg uit 'n masjien of ander hantering van deeg nie behalwe soos in item (v) bepaal;

- „werktuigkundige” 'n persoon wat 'n leertyd in 'n toepaslike bedryf gedien het, of wat minstens vyf jaar ondervinding met werk van masjinerie gehad het, en wat voldoende ondervinding gehad het met die klas masjinerie waarvoor hy toesig het, en wat van hom verwag word om te ondersoek of in verband waarmee dit van hom verwag word om te werk, of wat 'n gediplomeerde werktuigkundige is;
- „militêre opleiding” ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1) gelees tesame met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet meemaak, maar uitgesonderd opleiding wat hy moontlik ingevolge artikel drie-en-twintig van dié Wet verkies om mee te maak of enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om mee te maak;
- „kantoorbode” 'n werknemer wat briewe of hoodskappe aflewer, kaartjies aanplak, seëls op koeverte plak en soortgelyke werk doen wat gewoonlik deur dié klas werknemer gedoen word;
- „oortyd” enige tyd wat meer gewerk word as die werkure in subklousules (1) en (2) van klousule 6 voorgeskryf;
- „verpakker” 'n werknemer met beheer oor die ontvang, natel, bymeekaarmaak en verpak van brood en/of banket vir versending of aflewering uit 'n inrigting, wat oor die versending toesig kan hou, met inbegrip van die weeg en adresseer van pakkette en die uitskrif van spoorvragbriewe en ander skryfwerk in verband met sy werk as verpakker maar omvat nie 'n werknemer wat afsonderlike goedere indraai of hulle in bakke of ander houers verpak nie;
- „stukwerk” 'n stelsel waarvolgens 'n werknemer se minimum loon bloot volgens die hoeveelheid werk wat hy gedoen het, bereken word, afgesien van die tyd wat daaraan bestee is.
- „vorige ooreenkoms” die Nywerheidsraadooreenkoms vir die Bak en/of Banketbaknywerheid (Kaap), soos gepubliseer by Goewermentskennisgewing No. 1934 van 25 November 1960;
- „skof” twee of meer werknemers wat vir 'n tydperk van minstens twee opeenvolgende ure in 'n deel van 'n inrigting werk;
- „korttyd” 'n tydelike vermindering van die getal gewone werkure as gevolg van bedryfslapte, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie, of 'n dreigende instorting van geboue deur ongeluk of ander onvoorsiene gebeurlikhede veroorsaak;
- „stoorman” 'n werknemer in algemene beheer van voorrade en wat verantwoordelik is vir die ontvang, uitreiking, bere, verpakking of uitpak van die materiale of artikels wat in 'n inrigting gebruik word vir die maak van brood en/of banket en/of aflewering van sulke materiale of artikels, aan die afdelings waarin hulle in die inrigting verbruik word;
- „taakwerk” 'n stelsel waarvolgens die verrigting van 'n minimum hoeveelheid werk in 'n vasgestelde tyd 'n voorwaarde is vir die betaling van die lone wat in klousule 4 voorgeskryf word;
- „bestelwa” 'n dierevoertuig of meganiese voertuig wat vir die aflewering van brood en/of banket gebruik word;
- „bestelwaman” 'n werknemer in beheer oor 'n bestelwa op 'n bestelronde wat verantwoordelik is vir die laai van die bestelwa, die aflewering van brood en/of banket en vir die kontant wat hy daarvoor ontvang het, en wat 'n bestelwa kan bestuur;
- „bestelwaman se assistent” of „afleweringsassistent” 'n werknemer wat 'n bestelwaman op sy ronde vergesel en hom help by die verrigting van sy werksaamhede, maar omvat nie die bestuur van 'n bestelwa nie;
- „loon” dié gedeelte van die besoldiging wat aan 'n werknemer betaal moet word ten opsigte van die gewone werkure soos bepaal in klousule 6;
- „wag” 'n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak.

- (r) cooking rations or making tea, coffee or similar beverages;
- (s) assembling cardboard containers;
- (t) repairing, washing and ironing uniforms, aprons and overalls;
- (u) feeding into or withdrawing from automatic or drawplate ovens under the supervision of a baker or confectioner, but excluding the use of a peel to insert or withdraw bread and/or confectionery from an oven which is not an automatic or drawplate oven;
- (v) feeding dough into a machine, carrying and receiving including receiving dough for the purpose of tinning or panning up;
- (w) knocking and/or cutting back dough otherwise than by machine;
- (x) filling petrol tanks, draining and filling oil sumps, oiling and greasing motor and/or other vehicles, pumping air, changing tyres, repairing punctures in inner tubes, using jack or hoist to raise or lower vehicles, cleaning engines and parts thereof and holding parts, materials and/or tools and, under the supervision of a mechanic, placing parts and materials into position, changing wheels and tightening nuts, driving an empty truck or one which has had a breakdown, cleaning, oiling and greasing machinery, including overhead shafting and applying belt dressing.

For the purpose of this definition, the words “carrying materials or utensils” shall include feeding dough into a machine but shall not except as provided for under item (v) include receiving dough from a machine or otherwise handling dough;

- “mechanic” means a person who has served an apprenticeship in an appropriate trade or who had not less than five years' experience in working with machinery, and who has had adequate experience with the class of machinery of which he is in charge, which he is required to examine or in connection with which he is required to work, or who is a certified engineer;
- “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 he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- “office messenger” means an employee engaged in delivering letters or messages, pasting tickets, stamping envelopes and performing other similar duties normally carried out by this type of employee;
- “overtime” means any time worked in excess of the hours of work prescribed in sub-clauses (1) and (2) of clause 6;
- “packer” means an employee in charge of receiving, checking, assembling and packing of bread and/or confectionery for dispatch or delivery from an establishment and who may supervise such dispatch and includes the weighing and addressing of parcels and writing up of rail notes or any other writing in connection with his duty as packer, but does not include an employee engaged in wrapping individual articles or packing them into trays or other containers;
- “piece-work” means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;
- “previous Agreement” means the Industrial Council Agreement for the Baking and/or Confectionery Industry (Cape), published under Government Notice No. 1934, dated 25th November, 1960;
- “shift” means two or more employees working for a period of not less than two consecutive hours in any part of an establishment;
- “short-time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or other unforeseen circumstances;
- “storeman” means an employee in general charge of stores and who is responsible for receiving, issuing, storing, packing or unpacking the materials or articles used in an establishment in making bread and/or confectionery and/or delivering such materials or articles to the consuming departments in an establishment;
- “taskwork” means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 4;
- “van” means an animal-drawn or mechanically propelled vehicle used for the delivery of bread and/or confectionery;
- “vanman” means an employee who is in charge of a van or a round and is responsible for the loading of the van, the delivery of bread and/or confectionery and for cash received by him in respect thereof and who may drive a van;
- “vanman's assistant or delivery assistant” means an employee who accompanies a vanman on his round and assists him in his duty but does not drive a van;
- “wage” means that portion of the remuneration payable to an employee in respect of the ordinary hours of work as laid down in clause 6;
- “watchman” means an employee engaged in guarding premises, buildings, gates, vehicles or other property.

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

4. LONE.

(1) Hier volg die minimum lone wat 'n werkgewer aan lede van onderstaande klasse werknemers moet betaal:—

(a) Werknemers, uitgesonderd los werknemers en stukwerkers:—

	Per week.
R c	
Voorman-bakker	16 30
Voorman-banketbakker	17 01
Inspekteur of opsigter	14 25
Bakker	12 50
Banketbakker	13 00
Bakkers- en/of banketbakkersassistent	7 18
Verpakker	10 66
Bestelwaman	11 38
Leerling-bestelwaman	8 51
Drywer	6 87
Werktuigkundige	17 73
Stoomman	11 00
Klerklike werknemer, manlik, gekwalifiseer	11 54
Klerklike werknemer, manlik, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 69
gedurende tweede jaar ondervinding	5 31
gedurende derde jaar ondervinding	6 93
gedurende vierde jaar ondervinding	8 54
gedurende vyfde jaar ondervinding	10 15
Klerklike werknemer, vroulik, gekwalifiseer	6 93
Klerklike werknemer, vroulik, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 69
gedurende tweede jaar ondervinding	4 62
gedurende derde jaar ondervinding	5 54
gedurende vierde jaar ondervinding	6 46
Kantoorbode	4 65
Bestelwaman se assistent of afleweringssassistent van 18 jaar en ouer	4 65
Bestelwaman se assistent of afleweringssassistent van onder 18 jaar	3 51
Arbeider	5 02½
Afleweringswerknemer	5 02½
Wag	5 35

met dien verstande dat 'n arbeider wat nagemmers verwyder, leegmaak, skoonmaak of terugsit, benewens die weekloon wat vir 'n arbeider in sy gebied voorgeskryf word die bedrag van vyf-en-twintig sent per week betaal moet word.

(b) *Los werknemer.*—Vir elke dag of gedeelte van 'n dag diens, een vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde soort werk verrig as wat die los werknemer moet verrig.

(c) *Stukwerker.*—Vir elke dag of gedeelte van 'n dag diens, een vyfde van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde soort werk verrig as wat die stukwerker moet verrig.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer of 'n stukwerker weekliks, en behoudens soos bepaal in subklousule (3) en in klousule 5 (6) moet 'n werknemer per week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, hetsy hy in dié week die maksimum getal gewone ure, voorgeskryf in klousule 6 (1), gewerk het of nie.

(3) *Differensiële lone.*—'n Werkgewer wat 'n lid van een klas van sy werknemers verplig of toelaat om altesame langer as een uur op 'n dag benewens sy eie werk, of in plaas daarvan werk van 'n ander klas te verrig waarvoor—

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

(b) 'n stygende skaal wat eindig op 'n hoër loon as dié vir sy eie klas;

voorgeskryf word in subklousule (1), moet daardie werknemer vir al die gewone werkure van die inrigting op daardie dag 'n loon betaal—

(i) in die geval van paragraaf (a) genoem, vir elke uur teen 'n skaal wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone werkure deur sodanige werknemer per week gewerk;

(ii) in die geval in paragraaf (b) genoem, vir elke uur teen 'n skaal wat gelyk is aan die weekloon voorgeskryf vir 'n werknemer van sy klas en gebied, plus 30 persent, gedeel deur die getal gewone werkure wat sodanige werknemer per week gewerk; met dien verstande dat so 'n werknemer nie ten opsigte van die dag waarop hy sulke werk verrig, geregtig is op 'n gesamentlike bedrag wat groter is as die bedrag wat verskuldig sou gewees het aan 'n gekwalifiseerde werknemer in die hoër klas teen die loonskaal wat vir hom in subklousule (1) voorgeskryf word nie;

met dien verstande dat, as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom berus, die bepalings van hierdie subklousule nie van toepassing is, nie.

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

4. WAGES.

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

(a) Employees other than casual employees and jobbers:—

	Per Week.
R c	
Foreman baker	16 30
Foreman confectioner	17 01
Inspector or overseer	14 25
Baker	12 50
Confectioner	13 00
Baker and/or confectioner's assistant	7 18
Packer	10 66
Vanman	11 38
Learner vanman	8 51
Driver	6 87
Mechanic	17 73
Storeman	11 00
Clerical employee, male, qualified	11 54
Clerical employee, male, unqualified—	
during first year of experience	3 69
during second year of experience	5 31
during third year of experience	6 93
during fourth year of experience	8 54
during fifth year of experience	10 15
Clerical employee, female, qualified	6 93
Clerical employee, female, unqualified—	
during first year of experience	3 69
during second year of experience	4 62
during third year of experience	5 54
during fourth year of experience	6 46
Officer messenger	4 65
Vanman's Assistant or delivery assistant of the age of 18 years and over	4 65
Vanman's assistant or delivery assistant under the age of 18 years	3 51
Labourer	5 02½
Delivery employee	5 02½
Watchman	5 35

Provided that a labourer engaged in removing, emptying, or replacing sanitary pails shall be paid the sum of twenty-five cents per week in addition to the weekly wage prescribed for a labourer.

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

(c) *Jobber.*—For each day or part of a day of employment one-fifth of the weekly wage prescribed for an employee in the same area performing the same class of work as the jobber is required to perform.

(2) *Basis of Contract.*—For the purposes of this clause the basis of a contract of employment of an employee, other than a casual employee or a jobber, shall be weekly and save as provided in sub-clause (3) and clause 5 (6) 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 he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

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

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

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

is prescribed in sub-clause (1) shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—

(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area plus 30 per cent divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1); provided that where the sole difference between classes is, in terms of sub-clause (1), based on experience, sex or age, the provisions of this sub-clause shall not apply.

- (4) *Fietstoelae.*—'n Werkgever wat van sy werknemer vereis om sy eie fiets vir die verrigting van sy werk te gebruik, moet hom—
- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer of 'n stukwerker, minstens vyf-en-twintig sent per week;
- (b) in die geval van 'n los werknemer of 'n stukwerker minstens vyf sent per dag;

betaal, ho en behalwe die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is kragtens klousule 5 (1) maandeliks betaal word, moet die loon bereken word teen 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(6) *Lewenskostoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word, moet 'n werkgever aan sy werknemers 'n lewenskostoelae betaal van minstens die tarief voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig, of enige latere maatregel wat dit vervang.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers of stukwerkers.*—Behoudens soos bepaal in klousule 7 (3), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer of stukwerker verskuldig is, wekeliks, of as die werkgever en werknemer aldus skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind en moet in 'n koevert of ander houer wees waarop of waarin 'n staat moet wees wat die werkgever se naam en die werknemer se naam of betaalstaatsnommer, die werknemer se bedryf, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor besoldiging betaal word, aantoon.

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

(3) *Premies.*—Vir werkverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgever gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgever kan nie van sy werknemer vereis om van hom of van enige winkel of persoon wat deur hom aangewys word, goedere te koop nie.

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of in die Naturellearbeid Regeringswet, 1911, kan geen werkgever van sy werknemer vereis om van hom of by enige persoon of plek wat deur hom aangewys word, losies en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgever kan sy werknemer geen boetes ople nie, nog bedrae van sy werknemers se besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekering-, voorsorgs- of pensioenfondse; met dien verstande dat in die geval van aftrekking vir siekte- of voorsorgsfondse kragtens die tweede voorbehoud van klousule 8 (1), of enige voorsorgsfonds wat deur die Raad ingestel is, dit onnodig is om die werknemer se skriftelike toestemming te verkry;
- (b) behoudens soos andersins in hierdie Ooreenkoms bepaal as 'n werknemer van sy werk af wegbly, behalwe op las of bevel van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die werknemer se weekloon wat hy op die tydperk ten opsigte van sy gewone werkure ontvang;
- (c) 'n aftrekking van enige bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek;
- (d) ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Geloftedag, of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang het as hy op daardie dag gewerk het;
- (e) hydraes ingevolge klousule 18 van hierdie Ooreenkoms;
- (f) 'n bedrag waarvoor ooreengekom is of wat kragtens klousule 12 vasgestel is vir die vervanging van 'n uniform, oorpak, stofjas of ander beskermende kledingstuk wat kosteloos deur die werkgever verskaf is, indien dit opsetlik of deur moedswillige nalatigheid verniel is;
- (g) 'n aftrekking ten opsigte van tekorte by die invordering en hantering van geld deur bestelwanne;
- (h) as 'n werknemer toestem, of kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturellearbeid-Regeringswet, 1911, verplig is om van sy werkgever losies en/of inwoning aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae:—

Per week. Per maand.

	R c	R c
Losies	0 30	1 30
Inwoning	0 20	0 87
Losies en inwoning	0 50	2 17

(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 or a jobber, not less than twenty-five cents per week;
- (b) in the case of a casual employee or a jobber, not less than five cents per day;

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

(5) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is, in terms of clause 5 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class and area.

(6) *Cost of Living Allowance.*—In addition to the wage prescribed in sub-clause (1) an employer shall pay to his employee a cost of living allowance of not less than the rate prescribed under War Measure No. 43 of 1942, as amended, or any subsequent measure replacing same.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than a Casual Employee or a Jobber.*—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee or a jobber shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in a sealed envelope or other sealed container on or in which shall appear a statement showing the employer's name, employee's name or payroll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds; provided that in case of a deduction for sick or provident funds in terms of the second proviso to clause 8 (1) or any Provident Fund instituted by the Council, the written consent of the employee need not be obtained.
- (b) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (c) A deduction of any amount which an employer by any law, including common law, or any order of any competent court is required or permitted to make.
- (d) A deduction in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of the wage which he would have received had he worked on such a day.
- (e) Contributions in terms of clause 18 of this Agreement.
- (f) An amount agreed to or determined in terms of clause 12 so as to replace any uniform, overall, dust coat or other protective clothing supplied by the employer free of charge where such are destroyed either wilfully or by wilful neglect.
- (g) A deduction in respect of any shortage in the collection and handling of money by vanmen.
- (h) When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulations Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

Per Week. Per Month.

	R c	R c
Board	0 30	1 30
Lodging	0 20	0 87
Board and Lodging	0 50	2 17

(i) as die gewone werkure, in klousule 6 voorgeskryf, weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering, 'n aftrekking van die werknemer se weekloon gedeel deur die getal gewone werkure, daardie werknemer per week gewerk; met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd weens 'n tydelike handelslapte of tekort aan grondstowwe, tensy—

(a) die Raad se geskrewe toestemming vir sodanige aftrekking vooraf verkry is;

(b) die werkgever sy werknemers minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus in te kort.

'n Werknemer wat op 'n dag gedurende die tyd wat die gewone werkure verminder word weens korttyd soos hierbo uiteengesit, op las van die werkgever of sy verteenwoordiger by die inrigting opdaag, is geregtig om minstens die helfte van sy gewone werkure vir daardie dag te werk; by ontstentenis waarvan die werknemer nogtans die loon betaal moet word wat hy sou ontvang het as werk hom gegee is soos hierbo uiteengesit;

(ii) ten opsigte van die eerste uur wat nie gewerk word nie in die geval van korttyd veroorsaak deur 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende instorting van geboue as gevolg van 'n ongeluk of onvoorsiene noodgeval; met dien verstande dat die werkgever die Sekretaris binne 7 dae na die invoer van korttyd skriftelik daarvan in kennis moet stel;

(f) met die skriftelike toestemming van die werknemer, 'n aftrekking van geld wat voorgeskiet is of goedere wat van die werkgever gekoop is;

(k) met 'n werknemer se skriftelike toestemming 'n aftrekking vir ledegeld aan 'n geregistreerde vakvereniging.

(7) *Aansporingskemas.*—(a) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as dié waarop hy ingevolge klousules 4 (1), 4 (6), 6 (9) en 9 van hierdie Ooreenkoms geregtig is nie, kan sy loon gebaseer word op die hoeveelheid werk wat hy doen; met dien verstande dat geen sodanige stelsel toelaatbaar is behalwe as 'n aansporingstelsel waarvan die voorwaardes vasgestel is soos in paragrafe (b) en (c) hieronder voorgeskryf.

(b) 'n Werkgever wat 'n aansporingstelsel wil invoer, moet 'n gesamentlike komitee benoem, bestaande uit verteenwoordigers van die bestuur en van die werknemers, en na beraadslaging met die vakverenigings wie se lede by die saak betrokke is, kan dié komitee ooreenkom oor die besonderhede van so 'n stelsel.

(c) Die bepalinge van 'so 'n stelsel en enige wysiging daarvan wat die komitee later goedkeur, moet op skrif gestel en deur die komiteelede onderteken word, en mag nie deur die komitee verander of deur een van die partye beëindig word nie tensy skriftelike kennisgewing, soos deur die partye by die Ooreenkoms vasgestel, aan die ander party gegee is.

(d) Die bepalinge van hierdie subklousule is nie van toepassing op vakleerlinge nie.

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n stukwerker, mag hoogstens die volgende wees:—

(a) In die geval van bestelwamane, bestelwamane se assistente, leerling-bestelwamane of afleweringsassistent, inspekteurs, drywers of afleweringswerknemers—

(i) 49 per week;

(ii) tien per dag tussen 6 vm. en 6 nm., mits die weeksbeperking van 49 nie oorskry word nie;

(b) nie-afleweringswerknemers, m.a.w. werknemers wat nie in (a) hierbo genoem word nie—

(i) 46 per week;

(ii) agt per dag; met dien verstande dat—

(I) waar sulke werknemers se werkure op een dag per week hoogstens vyf is, die beperking van agt uur per dag op die ander dae van die week met hoogstens 'n halfuur oorskry kan word;

(II) waar daar op hoogstens vyf dae per week gewerk word, die beperking van agt uur per dag met hoogstens een en 'n kwart uur per dag oorskry kan word;

mits die gewone werkure nie as gevolg van die verlenging meer as 46 uur per week is nie.

(2) Die gewone werkure van 'n los werknemer of stukwerker mag hoogstens soos volg wees:—

(i) Waar daar ses dae per week gewerk word, agt en 'n half per dag;

(ii) waar daar vyf dae per week gewerk word, nege en 'n kwart per dag.

(3) (a) (i) Behoudens paragraaf (c) van hierdie subklousule mag geen bestelwa of ander voertuig wat aan 'n bakkerij behoort of daardeur gehuur of gebruik word en wat brood en/of banket bevat, en geen werkgever of werknemer met brood en/of banket, die werkgever se inrigting voor 7 vm. verlaat op enige dag van Maandag tot Vrydag en 6.30 vm. op Saterdag en enige dag wat

(i) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no such deduction shall be made—

(i) in the case of short-time arising out of a temporary slackness of trade or shortage of raw materials unless—

(a) the prior written approval of the Council for such reduction shall have been obtained; and

(b) the employer shall have given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work.

An employee who, on any day within the period during which the ordinary hours of work are reduced, by reason of short-time as aforesaid, attends at the establishment of his employer, on the instructions of his employer or representative, shall be given employment by his employer for not less than half his ordinary working hours, for such day, failing which the employee shall nevertheless be paid the wages which he would have received had he been given employment as hereinbefore prescribed;

(ii) in the case of short-time occasioned by a general breakdown of plant or machinery or a threatened breakdown of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked; provided that the employer shall, within seven days of the working of such short-time, advise the secretary thereof in writing.

(j) With the written consent of his employee, a deduction for cash advanced by the employer or goods purchased from the employer.

(k) With the written consent of an employee a deduction for subscriptions to a registered Trade Union.

7. *Incentive Schemes.*—(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4 (1), 4 (6), 6 (9) and 9 of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in paragraphs (b) and (c) hereunder.

(b) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which after consultation with any of the trade union parties to this Agreement whose members are involved may agree upon the terms of any such scheme.

(c) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the Agreement has, in writing, given the other party notice as may be agreed upon by the parties when entering such an Agreement.

(d) The provisions of this sub-clause shall not apply to apprentices.

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee other than a casual employee or a jobber shall not exceed in the case of—

(a) vanmen, vanmen's assistants, learner vanmen or delivery assistants, inspectors, drivers or delivery employees—

(i) forty-nine in any week;

(ii) ten on any day between the hours of 6 a.m. and 6 p.m. provided that the weekly limit of forty-nine be not exceeded;

(b) non-delivery employees, i.e. employees other than those specified in (a) above—

(i) forty-six in any week;

(ii) eight in any day; provided that—

(I) where the hours of work of such employees do not exceed five on one day in any week the limit of eight hours a day may on each of the remaining days of the week be exceeded by not more than half an hour;

(II) where work is performed on not more than five days in any week the limit of eight hours a day may be exceeded by not more than one and a quarter hours on each of such days;

if by such extension the ordinary hours do not exceed forty-six in any week.

(2) The ordinary hours of work of a casual employee or a jobber shall not exceed—

(i) in the case of an establishment in which a six-day week is observed, eight and a half in any day;

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

(3) (a) (i) Subject to the provisions of paragraph (c) of this sub-section, no van or other vehicle which is owned, hired or used by any bakery, and which contains bread and/or confectionery, shall leave the establishment of an employer, and no employer or employee shall leave the establishment of an employer with bread and/or confectionery earlier than 7 a.m.

'n openbare vakansiedag voorafgaan nie, en geen bestelwa of ander voertuig van 'n werkgewer mag later as 6 nm. na die inrigting of na die plek waar dit oornag bly, en geen werkgewer en/of werknemer wat brood en/of banket aflewer mag later as 6 nm. na sy werkgewer se inrigting of plek waar die voertuig waarop hy werk, oornag bly, terugkom nie, tensy die terugkeer van die bestelwa of ander voertuig of werkgewer of werknemer deur 'n natuurramp, ongeluk, meganiese defek of ander oorsaak buite die beheer van werkgewer en werknemer, verhinder word; met dien verstande dat, indien daar twee nie-afleringsdae op mekaar volg, die terugkeertyd op die twee vorige dae tot 8 nm. uitgestel moet word, en dat aflering op die dag voor die nie-afleringstydperk om 6 nm. reeds moet begin, en voorts met dien verstande dat, waar drie of meer nie-afleringsdae op mekaar volg, aflering op altwee dae voor die nie-afleringstydperk om 6 nm. moet begin en daar geen beperking moet wees op die uur wanneer werknemers en voertuie op die twee dae terug moet wees nie. Vir die toepassing van hierdie voorbehoud tel openbare vakansiedae, 2 Januarie en Sondae as nie-afleringsdae.

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

(A) na die uur van die dag waarop bestelwaens en afleringsvoertuie ooreenkomstig paragrawe (a), (b) en (c) van hierdie subartikel, vereis word om na sodanige inrigting terug te keer, en

(B) voor die uur waarop afleringsvoertuie nie toegelaat is om sodanige inrigting ooreenkomstig genoemde paragrawe (a), (b) en (c) te verlaat nie met dien verstande dat die verkoop en/of verskaffing van brood en/of banket, uitgesonderd die aflering daarvan, na 5 vm. op slegs Maandae by die inrigting toegelaat mag word.

(b) Geen bestelwa of ander voertuig wat aan 'n bakkerij behoort of daardeur gehuur of gebruik word en geen werkgewer of werknemer mag brood en/of banket [uitgesonderd in die omstandighede wat in voorbehoudsbepaling (a) van hierdie subklousule uiteengesit word, wanneer aflerings nie voor 6 vm. toegelaat word nie] voor 7 vm. aan die Kaapstadse kant van die plekke wat in paragraaf (c) van hierdie subklousule genoem word, aflewer nie.

(c) Bestelwaens en ander voertuie en werkgewers en/of werknemers op sulke bestelwaens en/of ander voertuie kan, slegs wanneer hulle brood en/of banket gaan aflewer in die landdrost-distrikte Paarl, Somerset-Wes, Stellenbosch, Wellington, Malmesbury en die munisipaliteitsgebied Kuilsrivier, die werkgewer se inrigting hoogstens 'n uur vroeër verlaat as wat in paragraaf (a) (i) van hierdie subklousule voorgeskryf word; met dien verstande dat sodanige bestelwaens of ander voertuie en sodanige werkgewers en werknemers, nie die aflering voor 7.30 vm. aan die Kaapstadkant van die volgende punte sal verrig nie:—

- (i) Die punt waar Milner- en Yorkweg mekaar in die Windsorlandgoed, Kraaifontein, kruis;
- (ii) die punt waar die Old Oak-weg in die ou Hoofweg tussen Kaapstad en die Paarl uitloop;
- (iii) die punt waar Fisher's- en Bottelaryweg kruis;
- (iv) die punt waar die Bottelaryweg tussen Kaapstad en Stellenbosch en Van Riebeeckweg na Kuilsrivier saamloop;
- (v) die punt by Faure waar die spoor oor die pad via Athlone tussen Kaapstad en Stellenbosch loop;
- (vi) die punt waar Blaauwbergstrandpad in die Malmesburypad loop;
- (vii) die munisipale gebied van Durbanville (aflering sal nie in die munisipale gebied van Durbanville self voor 7.30 vm. geskied nie);

Voorts met dien verstande dat aflering aan die Kaapstadkant van die punte genoem in hierdie subparagraaf verrig kan word maar nie vroeër nie as onderskeidelik 7 vm. en 6.30 vm. op die dae waarop bestelwaens en ander voertuie, werkgewers of werknemers kragtens paragraaf (a) van hierdie subartikel toegelaat word om die inrigting van die werkgewer te verlaat om 6.30 vm. en 6 vm., na gelang van die geval.

(d) Elke werkgewer moet sy volle naam en adres vertoon op alle bestelwaens en/of fietse en/of motorvoertuie wat hy vir die vervoer, verkoop of aflering van brood en/of banket gebruik.

(3) *bis* (a) *Handel op Sondae*.—Onder geen omstandighede hoegenaamd mag 'n werkgewer of 'n werknemer brood en/of banket tussen die ure 12 middernag op enige Saterdag en 12 middernag op die daaropvolgende Sondag aflewer en/of verskaf en/of verkoop nie; ook mag 'n werkgewer of 'n werknemer nie brood en/of banket tussen die genoemde ure uit 'n inrigting vervoer of die verwydering van brood en/of banket uit 'n inrigting deur enige persoon toelaat nie; met dien verstande dat skeeps-leweransiers toegelaat mag word om hul benodighede vir die voorsiening aan skepe by 'n inrigting af te haal.

(b) *Openbare vakansiedae*.—'n Werkgewer of 'n werknemer mag nie brood en/of banket uit 'n inrigting op 2 Januarie of op die volgende wetlike openbare vakansiedae aflewer en/of vervoer nie:—

Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag en Tweede Kersdag.

on any day from Monday to Friday and 6.30 a.m. on Saturday and on any day preceding a public holiday, and each and every van or other vehicle of an employer shall return to the establishment or the place where the van or other vehicle is usually garaged, and each and every employer and/or employee engaged in the delivery and/or transport of bread and/or confectionery shall return to the employer's establishment or the place where the van or other vehicle on which he is operating is usually garaged not later than 6 p.m. on any day unless the return of such van or other vehicle or of any employer or employee is prevented by an act of God, accident, mechanical defect or other event beyond the control of the employer and employee; provided that where two non-delivery days follow consecutively, the time for return shall on each of the two days immediately preceding such non-delivery period be extended to 8 p.m. and that on the day preceding such non-delivery period, the starting time shall be advanced to 6 a.m.; and provided further that where three or more non-delivery days follow consecutively, the time for leaving establishments shall, on each of the two days immediately preceding such non-delivery period be advanced to 6 a.m. and there shall be no restriction on the time by which employers or employees and vehicles must return on each of the said two days. For the purpose of this proviso, public holidays, 2nd January and Sundays shall be regarded as "non-delivery days".

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

(A) after the time of the day by which vans and delivery vehicles are required to return to such establishment in terms of paragraphs (a), (b) and (c) of this sub-section; and

(B) earlier than the time of the day before which delivery vehicles are not permitted to leave such establishment in terms of the said paragraphs (a), (b) and (c) provided that the sale and/or supply of bread and/or confectionery, but not the delivery thereof, may be permitted at the establishment after 5 a.m. on Mondays only.

(b) No van or other vehicle owned, hired or used by any bakery, and no employer or employee shall deliver bread and/or confectionery on the Cape Town side of the points specified in paragraph (c) of this sub-section before 7 a.m., except in the circumstances provided for in the proviso to paragraph (a) (i) of this sub-section, in which circumstances no such deliveries shall be permitted prior to 6 a.m.

(c) Vans and other vehicles and employers and/or employees accompanying such vans and/or other vehicles, may only when proceeding to deliver bread and/or confectionery in the Magisterial Districts of Paarl, Somerset West, Stellenbosch, Wellington, Malmesbury and the municipal area of Kuils River, leave the establishment of an employer not more than one hour earlier than the time specified for leaving the establishment in paragraph (a) (i) of this sub-section; provided that such vans or other vehicles and such employers or employees shall not effect any deliveries before 7.30 a.m. on the Cape Town side of the following points:—

- (i) The point where Milner and York Roads cross in Windsor Estate, Kraaifontein.
- (ii) The point where the Old Oak Road converges on the Old Main Road between Cape Town and Paarl.
- (iii) The point where Fisher's and Bottelary Roads cross.
- (iv) The point where Bottelary Road between Cape Town and Stellenbosch and Van Riebeeck Road to Kuils River converge.
- (v) The point at Faure where the railway line crosses the road via Athlone between Cape Town and Stellenbosch.
- (vi) The point where Blaauwberg Strand Road meets the Malmesbury Road.
- (vii) The municipal area of Durbanville (nor shall deliveries be effected in the municipal area of Durbanville itself prior to 7.30 a.m.).

Provided further that deliveries may be effected on the Cape Town side of the points mentioned in this sub-paragraph not earlier than 7 a.m. and 6.30 a.m. respectively on the days on which vans or other vehicles, employers or employees are permitted, in terms of paragraph (a) of this sub-section, to leave the establishment of the employer at 6.30 a.m. and 6 a.m. as the case may be.

(d) Every employer shall display his full name and address on all vans and/or bicycles and/or motor vehicles used by him in connection with the conveyance, sale or delivery of bread and/or confectionery.

(3) *bis* (a) *Sunday Trading*.—In no circumstances whatsoever shall an employer or an employee deliver and/or supply and/or sell bread and/or confectionery between the hours of 12 midnight on any Saturday and 12 midnight on the succeeding Sunday, nor shall an employer or an employee transport bread and/or confectionery outside an establishment or allow the removal of bread and/or confectionery by any person or means whatsoever from an establishment between the said hours, provided that ship chandlers may be permitted to collect from an establishment requirements for the supplying of ships.

(b) *Public Holidays*.—An employer or an employee shall not deliver and/or transport bread and/or confectionery outside an establishment on the 2nd January or on any of the following statutory public holidays:—

New Year's Day, Van Riebeeck's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

Indien vir die toepassing van hierdie klousule een van hierdie openbare vakansiedae op 'n Sondag val, word dit beskou dat die Maandag wat onmiddellik op sodanige Sondag volg die betrokke vakansiedag is en indien Tweede Kersdag op 'n Maandag val, word dit beskou dat die Dinsdag wat onmiddellik op sodanige Maandag val Tweede Kersdag is.

(4) *Etensonderbrekings.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer as 5 uur aanmekeer werk sonder 'n pouse van minstens 'n uur waarin daar nie gewerk mag word en wat nie as deel van die gewone werkure of oortyd beskou word nie; met dien verstande dat—

(i) indien die pouse meer as 'n uur duur, enige tyd bo 1½ uur as gewone werkure beskou word;

(ii) werktydperke wat deur pouses van minder as 'n uur onderbreek word, as aaneenlopend beskou word.

(5) *Werkure moet aaneenlopend wees.*—Uitgesonderd soos in subklousule (4) bepaal, moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat gewerk word bo die getal ure in subklousules (1) en (2) ten opsigte van 'n dag of 'n week voorgeskryf, word as oortyd beskou.

(7) *Beperking van oortyd.*—Geen werkgewer mag vereis of toelaat dat 'n werknemer langer as—

(a) 10 uur per week;

(b) 2 uur per dag oortyd te werk nie.

(8) *Vroulike werknemer.*—'n Werkgewer mag nie vereis of toelaat dat 'n vroulike werknemer soos volg werk nie:—

(a) Tussen 6 nm. en 6 vm.;

(b) na 1 nm of meer as 5 dae per week;

(c) langer oortyd as 2 uur per dag;

(d) oortyd op meer as 3 opeenvolgende dae;

(e) oortyd op meer as 60 dae per jaar;

(f) langer oortyd as 1 uur per dag na haar gewone werkure, tensy hy haar—

(i) voormiddag daarvan in kennis gestel het; of

(ii) van 'n toereikende maaltyd voorsien het voordat sy met oortyd moet begin; of

(iii) 25 sent betyds betaal het om haar in staat te stel om 'n maaltyd te verkry voordat sy met oortyd moet begin.

(9) *Besoldiging vir oortyd.*—'n Werkgewer moet 'n werknemer vir alle oortyd besoldig teen minstens 1½ maal sy gewone loon; met dien verstande dat indien daar in 'n gegewe week 'n verskil bestaan tussen oortyd op 'n daaglikse basis bereken en oortyd op 'n weeklikse basis bereken, daar betaal moet word op die basis wat die meeste oortyd gedurende die week gee.

(10) *Voorbehoude.*—Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie en die bepalings van subklousules (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk as gevolg van 'n onklaarraking van installasie of masjinerie of noodwerk verrig nie.

(11) Elke werkgewer moet vir elke afdeling van sy inrigting 'n tydstaat byhou of laat byhou in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms. Elke tydstaat moet daagliks met ink of inktlood ingevul en deur die voorman van die betrokke afdeling bekragtig en op 'n opvallende plek in die inrigting opgeplak word, sodat dit maklik toeganklik is vir die werknemers wat daarby belang het, om dit te ondersoek. 'n Werkgewer word verplig om die tydstate te vertoon op die plek en wyse wat die Raad skriftelik voorskryf, en hy moet die tydstate minstens drie jaar lank hou; met dien verstande dat 'n outomatiese klokkaartrekord die tydstate in hierdie subklousule genoem, kan vervang, op voorwaarde dat sodanige rekord al die inligting in Aanhangel A uiteengesit, moet bevat.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom, die volgende toestaan:—

(a) In die geval van 'n wag, 3 opeenvolgende weke verlof;

(b) in die geval van alle ander werknemers, 2 opeenvolgende weke verlof;

met volle besoldiging, met inbegrip van lewenskostoelae, teen minstens die lewenskostoelae- en loontarif wat die werknemer onmiddellik voor die verlof ontvang het; met dien verstande dat sodanige loon nie minder mag wees as wat in subartikel (1) van artikel 4 van hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word nie; en met dien verstande verder dat die lewenskostoelae minstens dié moet wees wat voorgeskryf word in Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig, of lewenskostoelae wat voorgeskryf word deur enige ander wetgewing wat genoemde oorlogsmaatreef vervang.

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

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

(ii) die verlof nie met siekteverlof, toegestaan kragtens klousule 8, nog met 'n tydperk wat die werknemer verplig is om militêre opleiding mee te maak, mag saamval nie;

(iii) as Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag binne dié verlof val, nog 'n dag ter vervanging van elke sodanige vakansiedag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

For purposes of this clause, should any of these public holidays fall on a Sunday, the Monday immediately following such Sunday shall be deemed to be the public holiday in question, and should Boxing Day fall on a Monday, the Tuesday immediately following such Monday shall be deemed to be Boxing Day.

(4) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime, provided that—

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

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

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

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clause (1) and (2) shall be deemed to be overtime.

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

(a) ten hours in any week;

(b) two hours on any day.

(8) *Female Employee.*—An employer shall not require or permit a female employee—

(a) to work between 6 o'clock p.m. and 6 o'clock a.m.;

(b) to work after 1 o'clock p.m. on more than five days in any week;

(c) to work overtime for more than two hours on any day;

(d) to work overtime on more than three consecutive days;

(e) to work overtime on more than sixty days in any year;

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

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

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee twenty-five cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times his ordinary wage; 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) *Savings.*—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (4), (5) and (7) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or emergency work.

(11) Each employer shall keep or cause to be kept for each department of his establishment a time sheet in the form prescribed in Annexure A to this Agreement. The particulars called for shall be filled in daily in ink or indelible pencil and be authenticated by the foreman of the department concerned and posted up in a prominent position in the establishment so as to enable the employees concerned to have ready access thereto and to examine same; an employer shall be obliged to post such time sheets in such manner and in such place as the Council may, in writing, direct and he shall retain such time sheets for a period of not less than three years, provided that an automatic clock card record may be substituted for the time sheets referred to in this sub-clause, on condition that such record shall contain all the information set out in Annexure A.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him—

(a) in the case of a watchman, three consecutive weeks' leave;

(b) in the case of every other employee, two consecutive weeks' leave;

on full pay including cost of living allowances at a rate not less than the wage and cost of living allowance the employee was receiving immediately prior to the commencement of such leave; provided that such wage shall not be less than that prescribed for an employee of his class in sub-section (1) of section 4 of this Agreement and further, provided that the cost of living allowance shall not be less than that prescribed by War Measure No. 43 of 1942, as amended from time to time, or any cost of living allowance provided for by any other legislation substituted for the said War Measure.

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

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

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo military training;

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

(iv) 'n werkgewer elke tydperk van geleentheidsverlof met volle besoldiging wat op skriftelike versoek van sy werknemer toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige tydperk kan aftrek.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) genoem, moet voor of op die laaste werkdag voor die aanvang van dié verlof uitbetaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die tydperk van verlof, in subklousule (1) genoem, opgeloopt het, moet behoudens soos bepaal in die vierde voorbehoudsbepaling van subklousule (2), by beëindiging in plaas van verlof en ten opsigte van elke volle maand van so 'n tydperk van minder as een jaar, minstens die volgende betaal word:—

(i) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem, een vierde;

(ii) in die geval van 'n werknemer wat in paragraaf (b) van subklousule (1) genoem, een sesde;

van die weekloon wat hy onmiddellik voor diensbeëindiging ontvang het plus lewenskostoelae teen minstens die lewenskostoelae- en loontarief wat die werknemer onmiddellik voor diensbeëindiging ontvang het; met dien verstande dat die loon minstens dié moet wees wat in subartikel (1) van artikel (4) van hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, en met dien verstande dat die lewenskostoelae minstens dié moet wees wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of enige lewenskostoelae wat voorgeskryf word deur ander wet wat die oorlogsmaatreël vervang.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging die bedrae wat in subklousules (1) en (4) genoem word, ten opsigte van verlof betaal word.

(6) (A) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werknemer—

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

(b) vir militêre opleiding afwesig is;

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

(d) met siekteverlof kragtens klousule 8 afwesig is;

altesaam egter nie meer as 10 weke ten opsigte van punte (a), (c) en (d), plus enige tydperk van militêre opleiding wat nie vier maande oorskry nie in daardie jaar ondergaan, en dit word beskou dat dit begin—

(i) in die geval van 'n werknemer wat voordat hierdie Ooreenkoms in werking getree het, kragtens enige wet op verlof geregtig geword het, van die datum waarop die werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie op verlof ingevolge daardie wet geregtig geword het nie, van die datum waarop sy diens begin het;

(iii) in die geval van enige ander werknemer, van die datum waarop hy by sy werkgewer in diens getree het of, na gelang van die jongste, die datum waarop hierdie Ooreenkoms in werking getree het.

(B) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „werkgewer” die volgende omvat:—

(a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in die geval van bankroetskapp van 'n werkgewer of die likwidering van sy boedel, of die oordrag of verkoop van sy besigheid, die kurator of likwideerder of die nuwe eienaar van die besigheid;

as sodanige eksekuteur, erfgenaam, legataris, kurator, likwideerder of nuwe eienaar daardie werknemer steeds in sy diens hou.

(7) *Jaarlikse verlofrooster*.—Elke werkgewer moet 'n jaarlikse verlofrooster met die volgende besonderhede oor elke persoon in sy diens verskaf en op datum hou:—

(a) Naam van werknemer.

(b) Datum van indiensneming.

(c) Datum van laaste verlof.

(d) Tydperke van lopende verlof.

(e) Opmerkings.

(f) Datum van diensbeëindiging.

(g) *Pro rata* verlof wat by diensbeëindiging betaal word.

8. SIEKTEVERLOF.

(1) 'n Werknemer moet aan 'n werknemer wat, na een maand diens by hom weens siekte of 'n ongeluk nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, toegeken word, van sy werk afwesig is, die volgende toestaan:—

(a) in die geval van 'n werknemer wat 'n sesdaagse week werk, 12 werkdag;

(b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, 10 werkdag; en

(c) in die geval van 'n wag wat 'n sewedaagse week werk, 14 werkdag;

siekteverlof altesaam gedurende 'n jaar diens by hom en hom ten opsigte van die tydperk van afwesigheid kragtens hierdie bepaling minstens die loon betaal, met inbegrip van lewenskostoelae, wat hy sou ontvang het as hy gedurende dié tydperk gewerk het; met dien verstande dat 'n werkgewer as vooropgestelde voorwaarde vir betaling deur hom van 'n bedrag ten opsigte van sodanige afwesigheid, vir elke tydperk van afwesigheid waarvoor betaling

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

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

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

(i) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth;

(ii) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth;

of the weekly wage which he was receiving immediately before the date of such termination plus cost of living allowance at a rate not less than the wage and cost of living allowance the employee was receiving immediately prior to such termination; provided that such wage shall be not less than that prescribed for an employee of his class in sub-section (1) of section 4 of this Agreement and provided further that the cost of living allowance shall be not less than that prescribed by War Measure No. 43 of 1942, as amended from time to time, or any cost of living allowance provided for by other legislation substituted for the said War Measure.

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

(6) (A) For the purposes of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);

(b) absent on military training;

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

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (c) and (d), plus any period of military training not exceeding four months, undergone in that year, and shall be deemed to commence—

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

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee from the date on which such employee entered into his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(B) For the purposes of this clause the expression “employer” shall include:—

(a) in the case of the death of an employer, the executor of his estate, or his heir, or legatee; and

(b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) *Roster of Annual Leave*.—Every employer shall provide and shall maintain up to date a record of annual leave showing in respect of each person in his employ the following particulars:—

(a) Name of employee.

(b) Date of employment.

(c) Date of last leave.

(d) Periods of current leave.

(e) Remarks.

(f) Date of termination of service.

(g) *Pro rata* leave paid on termination of service.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one 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 work days;

(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 the period of absence in terms hereof not less than the wage including cost of living allowance he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of

gevorderd word, 'n sertifikaat kan eis wat deur 'n geregistreerde geneesheer geteken is en wat die aard en duur van die werknemer se siekte vermeld; voorts met dien verstande dat as daar ingevolge 'n ooreenkoms tussen 'n werkgever en sy werknemers, of 'n werkgever en 'n geregistreerde vakvereniging, in 'n inrigting 'n siekte bystand- of voorsorgfonds bestaan of gestig mag word, waaraan die werkgever ten opsigte van elkeen van sy werknemers minstens die bedrag bydra wat deur elke werknemer betaal word of betaal moet word, en waaruit ten opsigte van genoemde siekefonds die werknemer ingeval van afwesigheid of afwesighede weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, toegeken word) altesame in 'n jaar geregtig is op 'n bedrag wat gelyk is aan sy volle loon vir 2 weke ten opsigte van sulke afwesigheid of afwesighede onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) As 'n werknemer van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is), vir 'n ononderbroke tydperk van meer as die betrokke aantal dae genoem in paragrafe (a), (b) en (c) van subklousule (1) hiervan, en as sodanige werknemer vir die tydperk van 3 jaar wat sodanige afwesigheid onmiddellik voorafgegaan het, by dieselfde werkgever in diens was sonder dat hy gedurende daardie tydperk langer as 4 werkdade van sy werk afwesig was as gevolg van siekte of 'n ongeluk, moet sy werkgever genoemde werknemer ten opsigte van sodanige ononderbroke afwesigheid wat meer is as die betrokke getal dae genoem in paragrafe (a), (b) en (c) van subklousule 1 hiervan, die volgende toestaan, nl. of—

- (a) 'n bykomende 30 werkdade siekteverlof as die werknemer 'n sesdaagse week werk, 'n bykomende 25 werkdade siekteverlof as hy 'n vyfdaagse week werk, en 'n bykomende 35 werkdade siekteverlof in die geval van 'n wag wat 'n sewedaagse week werk; of
- (b) die tydperk genoem op 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyn wat verklaar dat dit die duur van die werknemer se siekte was;

na gelang van die kortste, en hy moet hom ten opsigte van sodanige afwesigheid minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat die voorbehoude by subklousule (1) hiervan ook van toepassing is op die bykomende siekteverlof waarvoor voorsiening in hierdie subklousule gemaak is; en voorts met dien verstande dat dit nie van die werkgever vereis word om langer siekteverlof toe te staan aan 'n werknemer as die duur van die werknemer se siekte soos uiteengesit op die sertifikaat genoem in die voorbehoud by subklousule (1) hiervan nie.

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

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof, en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag en Kersdag en moet minstens sy dagloon ten opsigte van elke sodanige vakansiedag betaal word; en voorts met dien verstande dat wanneer sodanige vakansiedag op 'n Saterdag val, die bepalinge van hierdie subklousule nie van toepassing is op 'n werknemer wat 'n vyfdaagse week werk nie, uitgesonderd dat sodanige werknemer verplig kan word om op sodanige vakansiedag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, stukwerker of wag op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die bedrag wat in subklousule (1) genoem word betaal, plus ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat hy per week werk.

(b) As 'n los werknemer of stukwerker op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die daelike loon betaal wat in klousule 4 (1) vir 'n los werknemer of, na gelang van die geval, vir 'n stukwerker voorgeskryf word, plus ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon gedeel deur agt.

(3) *Besoldiging vir werk op Sondag.*—As 'n werknemer buiten 'n wag op Sondag werk, moet sy werkgever hom—

- (a) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die totale tyd op so 'n Sondag gewerk, naamlik die grootste; of
- (b) vir elke uur of gedeelte van 'n uur aldus gewerk minstens een en een-derde maal sy gewone loon betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom daarvoor betaal teen minstens sy gewone loon, asof hy op die verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. GETALLEVERHOUDING.

(1) 'n Werkgever moet minstens een voorman-bakker en/of een voorman-banketbakker in diens hê voordat hy 'n bakker en/of banketbakker in diens kan hê.

(2) 'n Werkgever moet in elke inrigting een bakker en/of banketbakker in diens hê voordat hy 'n bakkers- en/of banketbakkersassistent in diens kan hê.

each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and his employees or between an employer and a 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 in respect of the said sick 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 wages 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.

(2) If any employee is absent from work due to sickness or accident not caused by his own misconduct (other than an accident compensable under the Workmen's Compensation Act, 1941), for a continuous period in excess of the relative number of days specified in paragraphs (a), (b) and (c) of sub-clause (1) hereof, and if such employee has for the three year period immediately preceding such absence been in the employ of the same employer without during that period of three years having been absent from work due to sickness or accident on more than four work days, his employer shall grant to the said employee in respect of such continuous period of absence in excess of the relative number of days specified in paragraphs (a), (b) and (c) of sub-clause 1 hereof, either—

- (a) an additional thirty work days' sick leave if the employee works a six-day week, an additional twenty-five work days' sick leave if he works a five-day week and an additional thirty-five work days' sick leave in the case of a watchman who works a seven-day week; or
- (b) the period specified in a certificate signed by a registered medical practitioner as being the duration of the employee's illness;

whichever is the shorter period, and shall pay him in respect of such absence not less than the wage he would have received had he worked during that period, provided that the provisos to sub-clause (1) hereof shall also apply to the additional sick leave provided for in this sub-clause and provided further that the employer shall not be required to grant an employee sick leave in excess of the period specified as the duration of the employee's illness in the medical certificate referred to in the proviso to sub-clause (1) hereof.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a watchman, shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day and shall be paid not less than his daily wage in respect of each such holiday; provided further that when such holiday falls on a Saturday the provisions of this sub-clause shall not apply in respect of an employee who works a five-day week except that such employee may be required to work on such holiday.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, a jobber or a watchman, works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee or a jobber works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee or a jobber, as the case may be, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

(3) *Payment for Work on Sundays.*—Whenever an employee other than a watchman, works on Sunday, his employer shall either—

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

10. PROPORTION OR RATIO.

(1) An employer shall employ at least one foreman baker and/or one foreman confectioner before a baker and/or confectioner may be employed by him.

(2) An employer shall in each establishment employ one baker and/or one confectioner before a baker's and/or confectioner's assistant may be employed by him.

(3) 'n Werkgewer moet in elke inrigting een voorman-bakker en/of voorman-banketbakker in diens hê voordat hy in dié inrigting 'n bakker en/of banketbakker in diens kan hê en die voorman moet gedurende die hele werktid in die betrokke inrigting teenwoordig en op diens wees; met dien verstande dat gedurende die afwesigheid van 'n voorman, 'n bakker en/of banketbakker vir hoogstens vier uur deeg kan berei.

(4) Vir elke voorman-bakker en bakker of vir elke voorman-banketbakker en banketbakker mag 'n werkgewer onderskeidelik hoogstens vier bakkers- of vier banketbakkersassistente in diens hê, en vir elke ekstra bakker of banketbakker in 'n inrigting onderskeidelik hoogstens twee bykomende bakkers- of banketbakkersassistente; met dien verstande dat 'n werkgewer nie onderskeidelik 'n bakker se assistent of 'n banketbakker se assistent in diens mag neem nie tensy daar ten minste een bakker of een banketbakker uitsluitlik of hoofsaaklik in die inrigting in diens is by die produksie van brood of banket, na gelang van die geval.

(5) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n voorman-bakker of voorman-banketbakker doen, kan vir die toepassing van hierdie klousule en vir slegs een skof per dag as voorman-bakker of, na gelang van die geval, voorman-banketbakker beskou word; met dien verstande egter dat geen werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n voorman-bakker of na gelang van die geval, voorman-banketbakker doen, vir die toepassing van hierdie klousule as voorman-bakker of voorman-banketbakker beskou word nie tensy hy deurentyd aanwesig was dwarsdeur die werktidperk van sodanige skof.

11. STUKWERK OF TAAKWERK.

'n Werkgewer kan nie toelaat dat sy werknemer stukwerk of taakwerk verrig nie; ook mag 'n werknemer nie stukwerk of taakwerk verrig nie.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende kleres wat hy van sy werknemer vereis om te dra of wat hy verplig is om kragtens enige wet of regulasie, aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand hou en die uniforms, oorpakke en beskermende kleres bly die werkgewer se eiendom. In die geval van verlies of vernieling van so 'n kledingstuk weens moedswillige nalatigheid is die werkgewer geregtig om ter vervanging daarvan 'n bedrag, waarvoor ooreengekom moet word, van die loon van die werknemer af te trek; in die geval van 'n geskil moet die grootte van die bedrag wat aldus betaal moet word, vir beslissing na die Raad verwys word wie se beslissing finaal is.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens hê nie.

14. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigiemand van sy werknemers, uitgesonderd 'n los werknemer of stukwerker, aan dié werknemer 'n dienssertifikaat uitreik wat die volle name van die werkgewer en werknemer, die aard van die diens; die datums van aanvang en beëindiging van die kontrak, die skaal van besoldiging by beëindiging en die datum van die jongste loonsverhoging aantoon.

15. KONTRAKBEËINDIGING.

(1) Behoudens—

- die werkgewer of werknemer se reg om 'n dienskontrak sonder kennisgewing te beëindig om 'n rede wat by wet as genoegsaam erken word;
- die bepalings van 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemers wat voorsiening maak vir 'n kennisgewingtyd van meer as 'n week en van gelyke duur vir albei partye.

moet 'n werkgewer en sy werknemer, uitgesonderd 'n los werknemer, gedurende die eerste maand diens minstens 24 uur en daarna minstens 'n week kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) Indien 'n werkgewer of werknemer versuim om die kennis te gee wat in subklousule (1) hiervan voorgeskryf word, betaal of verbeur hy onderskeidelik—

- in die geval van 'n werknemer wat hoogstens 'n maand by die betrokke werkgewer werk, een sesde van die weekloon wat hy onmiddellik voor diensbeëindiging ontvang het;
- in die geval van 'n werknemer wat meer as 'n maand by die betrokke werkgewer werk, die weekloon wat hy onmiddellik voor diensbeëindiging ontvang het.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien die loon wat aan 'n werknemer verskuldig is, onvoldoende is vir die bedrag wat ingevolge subklousule (2) hierbo verbeur word, die bedrag af te trek van ander bedraes (as daar is) wat by diensbeëindiging in die werknemer se naam opgeloopt het.

Vir die toepassing van hierdie subartikel word 'n bedrag wat 'n werknemer ingevolge subklousules (4) en (5) van klousule 7 van hierdie Ooreenkoms toekom, beskou as bedrae wat besig is om op te loop.

(4) As 'n Ooreenkoms kragtens subklousule (1) (b) van hierdie artikel gesluit is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die termyn van diensopsegging waarvoor ooreengekom is.

(3) An employer shall in each establishment employ one foreman baker and/or foreman confectioner before he may employ a baker and/or confectioner in such establishment and a foreman shall be present and on duty during the whole of a working period of each establishment; provided that a baker and/or confectioner may be employed in preparing dough for not more than four hours in the absence of a foreman.

(4) For each foreman baker and a baker or for each foreman confectioner and a confectioner an employer may employ not more than four baker's assistants or four confectioner's assistants, respectively, and for each additional baker or confectioner employed in an establishment, not more than two additional baker's assistants or confectioner's assistants, respectively, may be employed; provided that an employer shall not employ a baker's assistant or a confectioner's assistant respectively, unless there is at least one baker or one confectioner wholly or mainly employed in the establishment on the actual production of bread or confectionery as the case may be.

(5) An employer who is wholly or mainly engaged in performing the work of a foreman baker or foreman confectioner may for the purpose of this clause and for only one shift on any one day be deemed to be a foreman baker or foreman confectioner, as the case may be; provided, however, that no employer who is wholly or mainly engaged in performing the work of a foreman baker and/or foreman confectioner, as the case may be, shall be deemed to be a foreman baker or foreman confectioner for the purpose of this clause, unless he shall have been present continuously throughout the whole of the working period of such shift.

11. PIECE-WORK OR TASK-WORK.

An employer shall not permit his employee to perform nor shall an employee perform piece-work or task-work.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, free of charge, any uniform, overalls or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee and such uniforms, overalls and protective clothing shall remain the property of the employer. In the event of any such article being lost or rendered useless by wilful neglect or destruction the employer shall, however, be entitled to deduct from the wages of the employee concerned an amount to be agreed on in replacement thereof; in the case of any dispute the question of the amount so payable shall be referred to the Council by the employer or the employee and the decision of the Council shall be final.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

14. CERTIFICATE OF SERVICE.

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

15. TERMINATION OF CONTRACT.

(1) Subject to—

- the right of an employer or employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
- the provisions of any written agreement between an employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week;

an employer and his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment.

(2) An employer or his employee may terminate the contract of employment without notice, in which case the employer shall pay or the employee shall forfeit, as the case may be—

- in the case of an employee who has not completed more than one month's employment with the employer in question, one-sixth of the weekly wage which such employee was receiving immediately before the date of such termination;
- in the case of an employee who has completed more than one month's employment with the employer in question, the weekly wage which such employee was receiving immediately before the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clause (2) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-section any payment which may be due to an employee in terms of sub-clauses (4) and (5) of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) (b) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) Die opsegging wat in subklousule (1) genoem word, neem 'n aanvang op die dag waarop dit gegee word; met dien verstande dat die termyn van diensopsegging nie mag saamval met, en kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 nie, of militêre opleiding.

16. VRYSTELLINGS.

(1) Behoudens soos bepaal in subklousules (2) en (3) van hierdie klousule, kan die Raad aan of ten opsigte van enige persoon om enige goeie en afdoende rede vrystelling van eenige van die bepalings van hierdie Ooreenkoms verleen.

(2) Geen vrystelling van die bepalings van paragraaf (a) of (b) van subklousule (8) van artikel 6 van hierdie Ooreenkoms word ingevolge hierdie artikel aan of ten opsigte van enige vroulike werknemer verleen wat handarbeid verrig nie, uitgesonderd vir die doel om werk te doen—

- (a) wat nodig is as gevolg van 'n noodtoestand; of
- (b) wat nodig is om grondstowwe, wat aan vinnige ontbinding onderhewig is, teen skade te vrywaar terwyl dit verwerk word.

(3) Die Raad moet vir enige persoon aan wie vrystelling verleen word, die voorwaardes bepaal waarop vrystelling verleen word en die termyn waarvoor die vrystelling geldig is; met dien verstande dat die Raad na goedgekeurde en met een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat kan herroep, of die termyn waarvoor dit verleen is, verstryk het of nie.

(4) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat wat deur hom onderteken is, uitreik waarin die volgende vermeld word:—

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

17. KORREKTHEID VAN REGISTERS.

'n Werkgewer en/of werknemer mag geen besonderhede, inligting of gegewens, wat vereis word dat hy aanteken en/of voorlê op vorms, registers, betaalkoernte, opgawes of ander dokumente wat in die Ooreenkoms voorgeskryf word, foutief aanteken of laat aanteken nie.

18. UITGAWES VAN DIE RAAD.

(1) Die uitgawes van die Raad word soos volg voorsien:—

Elke werkgewer moet van die verdienste van elk van sy werknemers vir wie in hierdie Ooreenkoms 'n weekloon van meer as R5 voorgeskryf word, 6c per week aftrek.

Elke werkgewer moet van die verdienste van elk van sy werknemers vir wie in hierdie Ooreenkoms 'n weekloon van R2.10 maar nie meer as R5 nie, voorgeskryf word, 3c per week aftrek.

Die werkgewer moet by die bedrag wat aldus afgetrek word, 'n gelyke bedrag voeg en die totale bedrag maandeliks voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgewer moet, wanneer die bedrag wat ingevolge subartikel (1) betaalbaar is, aangestuur word, op die vorm wat deur die Raad verskaf word en in die vorm van Aanhangsel B van hierdie Ooreenkoms, 'n staat by die Raad indien wat vir elke week of elke kalendermaand die getal werknemers aantoon wat by hom in diens was.

19. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om by die toepassing van hierdie Ooreenkoms te help en elke werkgewer en werknemer is verplig om die agent(e) toe te laat om ondersoek in te stel, boeke en/of dokumente na te gaan, en persone te ondervra, namate dit vir hierdie doel nodig mag wees.

20. VERTEENWOORDIGERS VAN VAKVERENIGING OP RAAD.

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

21. VERTOLKING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

22. BESTAANDE KONTRAKTE.

Enige dienskontrakte wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm, in die regulasies kragtens die Wet voorgeskryf, vertoon hou, 'n werkgewer is verplig om 'n kopie van hierdie Ooreenkoms te vertoon op 'n plek en wyse wat die Raad skriftelik voorskryf.

Namens die partye in Kaapstad onderteken op hede die 22ste dag van Mei 1963.

S. FINE, *Voorsitter.*
 SYD. B. LOTTER, *Ondervoorsitter.*
 J. F. ROOS, *Sekretaris.*

(5) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8, or military training.

16. EXEMPTIONS.

(1) Subject to the provisions of sub-clauses (2) and (3) of this clause, the Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) No exemption from the provisions of paragraph (a) or (b) of sub-clause (8) of section 6 of this Agreement shall be granted under this section to or in respect of any female employee engaged in manual work except for the purpose of performing work—

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

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

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

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

17. ACCURACY OF RECORDS.

An employer and/or an employee shall not record incorrectly and/or cause to be recorded incorrectly any particulars, information or data which he is required to record and/or submit on any forms, records, pay envelopes, returns or other documents provided for in this Agreement.

18. EXPENSES OF THE COUNCIL.

(1) The expenses of the Council shall be met in the following manner:—

Six cents per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage of more than R5 has been prescribed in this Agreement.

Three cents per week shall be deducted by each employer from the earnings of each of his employees for whom a weekly wage of R2.10 but not exceeding R5 has been prescribed in this Agreement.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the fifteenth day of each month the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall, when forwarding the amount payable in terms of sub-section (1), submit a return to the Council of the number of employees employed by him for each week or each calendar month on the form supplied by the Council in the form of Annexure B to this Agreement.

19. AGENTS.

The Council shall appoint one or more specified persons as agents to assist the Council in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such agent(s) to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

20. TRADE UNION REPRESENTATIVES ON COUNCIL.

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

21. INTERPRETATION OF AGREEMENT.

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

22. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

23. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act and an employer shall be obliged to exhibit a copy of this Agreement in such place, and in such manner, as the Council may, in writing, direct.

Signed at Cape Town, on behalf of the parties, on this 22nd day of May, 1963.

S. FINE, *Chairman.*
 SYD. B. LOTTER, *Vice-Chairman.*
 J. F. ROOS, *Secretary.*

ANNEXURE A.
TIME SHEET.

Name of Firm..... Week ending.....
Department.....

Name of Employee.	Grade.	Thursday.			Friday.			Saturday.			Sunday.			Monday.			Tuesday.			Wednesday.			Total Time.	Total Over-time.	Initials of Foreman.	Remarks.
		Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.	Start.	Interval off Work.	Finish.				
		Off.	On.		Off.	On.		Off.	On.		Off.	On.		Off.	On.		Off.	On.		Off.	On.					

ANNEXURE B.

RETURN OF EMPLOYEES FOR WHOM LEVIES ARE PAID.

Levy 6c per Week. (From employees for whom a minimum wage of more than R5 has been prescribed.)

Permanent Employees: No.

Jobbers: Number.

Date.

_____	_____	for week ending _____
_____	_____	for week ending _____
_____	_____	for week ending _____
_____	_____	for week ending _____
_____	_____	for week ending _____
_____	_____	for week ending _____

TOTAL: (Permanent Employees and Jobbers).....

Employees at 6c per week for _____ weeks: R _____

Employers' Share Total: Employees at 6c per week for _____ weeks: R _____

Levy of 3c per week. (From employees for whom a minimum wage of R2.10 per week but not exceeding R5 per week has been prescribed.)

Number of Employees.

Date.

_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____

TOTAL.....

Employees at 3c per week for _____ weeks: R _____

Employer's Share Total: Employees at 3c per week for _____ weeks: R _____

Amount of cheque..... R _____

No. 1304.]

[23 Augustus 1963.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.**BAK- EN/OF BANKETNYWERHEID (KAAP).**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby 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, gepubliseer by Goewermentskennisgewing No. 1303 van 23 Augustus 1963, oor die algemeen vir persone wie se werkure 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. 1304.]

[23 August 1963.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.**BAKING AND/OR CONFECTIONERY INDUSTRY (CAPE).**

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, published under Government Notice No. 1303 of the 23rd 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.



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