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PRETORIA, 2 JUNE 1967.
2 JUNIE

[No. 1758.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 808.] [2 June 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH.

MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) 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 Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice, and for the period ending on the 30th June, 1967, upon the employer who, and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6), (h) and 20 to 23 (inclusive), shall be binding from the second Monday after the date of publication of this notice, and for the period ending on the 30th June, 1967, 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 District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth, and;
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice, and for the period ending the 30th June, 1967, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6), (h) and 20 to 23 (inclusive), shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 808.] [2 Junie 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

HOOFOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967 eindig, bindend is vir die werkgever en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967, eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrostdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrostdistrik Port Elizabeth geval het; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967 eindig, in die landdrostdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrostdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrostdistrik Port Elizabeth geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgevers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van Bantoes in hul diens.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

AGREEMENT

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

Algoa Sweet Manufacturing Company, Limited

(hereinafter called "the employers"), of the one part, and the Sweet Workers' Union

(hereinafter called "the employees" or "trade union"), of the other part,

being the parties to the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Sweet Manufacturing Industry in the Magisterial District of Port Elizabeth and that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth, by all employers and by all employees who are members of the trade union and employed in the said Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 30th June, 1967, or such other period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and unless the contrary intention appears, words importing the masculine gender shall include females; and further, unless inconsistent with the context—

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

"assistant forewoman" means a female employee who assists a forewoman in the performance of her duties and who may act for her during her absence;

"assistant storeman" means an employee, other than a despatch clerk and a labourer, who assists the storeman in his duties;

"boiler attendant" means an employee who is engaged in firing a boiler and maintaining the water level and steam pressure;

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

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

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

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

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

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

"cloakroom attendant" means an employee who is in charge of a change-room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;

"continuous service" means continuous service with the same employer and shall include any broken periods of employment not exceeding three months during any one period;

"Council" means the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, registered in terms of section nineteen of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956, as amended;

"compositor" means an employee engaged in operating a type-setting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates, and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;

"despatch clerk" means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;

"establishment" means any premises on which the Sweet

BYLAE.

NYWERHEIDSRaad VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH.

OOREENKOMS

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

Algoa Sweet Manufacturing Company, Limited

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die Lekkergoednywerheid in die landdrosdistrik Port Elizabeth en in dié gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, nagekom word deur alle werkgewers en deur alle werknemers wat lede van die vakvereniging is en wat in genoemde Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoening, 1956, soos gewysig, mag vasstel en bly van krag vir die tydperk eindigende 30 Junie 1967 of vir dié ander tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

"assistent-voorman" 'n werknemer wat 'n voorman help om sy pligte te verrig en wat in sy afwesigheid in sy plek kan optree;

"assistent-voorvrou" 'n vroulike werknemer wat 'n voorvrou help om haar pligte te verrig en wat in haar afwesigheid in haar plek kan optree;

"assistent-pakhuisman" 'n werknemer, uitgesonderd 'n versendingsklerk en 'n arbeider, wat die pakhuisman help om sy pligte te verrig;

"ketelbediener" 'n werknemer wat in 'n stoomketel vuurmaak en die waterstand en stoomdruk in stand hou;

"los arbeider" 'n arbeider wat vir hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"klerk" 'n werknemer wat skryf-, tik- of 'n ander vorm van klerklike werk verrig, en omvat dit ook 'n pakhuisman, kassier, versendingsklerk en telefonis;

"klerk, gekwalifiseer, man," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, ongekwalifiseer, man," 'n manlike klerk met minder as vyf jaar ondervinding;

"klerk, gekwalifiseer, vrou," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer, vrou," 'n vroulike klerk met minder as vier jaar ondervinding;

"kleedkamerbediende" 'n werknemer wat verantwoordelik is vir 'n verkleedkamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre, of wat verantwoordelik is vir sluitkassies waarin 'n werknemer sy besittings kan bêre;

"ononderbroke diens" ononderbroke diens by dieselfde werkgever en omvat dit ook alle onderbroke dienstydperke van hoogstens drie maande in 'n bepaalde tydperk;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, wat ingevolge artikel negentien van die Nywerheidsversoeningwet, 1937, geregistreer is en geag word geregistreer te wees ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956, soos gewysig;

"lettersetter" 'n werknemer wat 'n letterstemasjien bedien, uitgesonderd 'n etiket-oordrukmasjien, en/of wat letters, blokke, plate en/of ander materiaal wat nodig is, set of rangskik vir druk- of reliëfwerk of om rubberstempels daarvan te maak en/of wat sodanige materiaal na gebruik versprei;

"versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, weeg en/of bymeekaarmaak van sodanige goedere en vir die nagaan en adresseer van pakke;

"bedryfsinrigting" 'n perseel waarop die Lekkergoednywerheid

"experience" means in relation to—

- (a) a sweet maker, traveller or general worker, the total period or periods, of employment which an employee has had as a sweetmaker, traveller or general worker respectively; provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months' experience as a sweetmaker; provided further that experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than 12 months in the aggregate;
- (b) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

"foreman" means an employee who is in charge of employees in an establishment or in a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"forewoman" means a female employee who, under the supervision of a foreman or assistant foreman, is in charge of the female general workers in an establishment or in a department of an establishment and who is responsible for the efficient performance by them of their duties;

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

- (a) cleaning and/or sorting nuts, cocoa beans, or other raw materials;
- (b) roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
- (c) winnowing or removing the germ from cocoa beans;
- (d) operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
- (e) shelling, stoning, peeling or drying nuts or fruit;
- (f) crushing or cutting to size fruits or other raw materials;
- (g) weighing ingredients (other than to a fixed scale);
- (h) pouring ready-mixed flavours;
- (i) moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;
- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or despatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations included in the definition of "labourer";

"general worker, qualified," means a general worker who has had not less than three months' experience;

"general worker, unqualified," means a general worker who has had less than three months' experience;

"group leader or team supervisor" means a female employee who under the supervision of a foreman or assistant foreman, forewoman or assistant forewoman, is in charge of and supervises the work of a group or section of general workers;

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

- (a) Lifting, carrying, moving or stacking goods, materials, utensils, plant, machinery, tools or other articles;
- (b) cleaning or washing premises, vehicles, animals, machinery, trays, pans, boxes, moulds, tins, utensils or furniture;
- (c) making or maintaining fires;
- (d) removing refuse;
- (e) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually-propelled vehicles;
- (f) loading or unloading;
- (g) opening, closing or marking boxes, bales or packages;
- (h) filling and emptying starch trays by hand;
- (i) stirring sugar or other ingredients in steam or other pans, excluding reading thermometers or regulating steam pressure;
- (j) assembling shooks or corrugated cardboard containers;
- (k) filling and emptying refiners, roasting machines, winnowing machines, mills and moulding machines, but not operating such machines;
- (l) making tea or similar beverages;
- (m) putting ingredients into mixing machines or pans other than adding syrup to revolving pans;
- (n) feeding starch into "buck" machines;
- (o) weighing or measuring sugar or glucose to a set scale or measure;

"ondervinding" in verband met—

- (a) 'n lekkergoedmaker, handelsreisiger of algemene werker, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n lekkergoedmaker, handelsreisiger of algemene werker werksaam was; met dien verstande dat, in die geval van 'n lekkergoedmaker wat ondervinding as 'n algemene werker gehad het, elke ses maande van sodanige ondervinding geag word gelyk te wees aan drie maande ondervinding as 'n lekkergoedmaker; en voorts met dien verstande dat ondervinding as 'n algemene werker nie vir 'n langer tydperk as altesaam twaalf maande geag word ondervinding as 'n lekkergoedmaker te wees nie;

- (b) 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk werksaam was, ongeag die bedryf waarin sodanige ondervinding opgedoen is;

"voorman" 'n werknemer wat aan die hoof van die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting staan, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"voorzou" 'n vroulike werknemer wat, onder die toesig van 'n voorman of assistent-voorman, aan die hoof van die vroulike algemene werkers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting staan en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

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

- (a) Neute, kakaoboontjies of ander grondstowwe skoonmaak en/of sorteer;
- (b) kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook sonder om verantwoordelik te wees vir die mate waarin dit gerooster of gekook moet word;
- (c) die kiem uit kakaoboontjies wan of verwyder;
- (d) 'n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wanmasjien, maalmasjien of vormmasjien of ander masjien bedien;
- (e) neute of vrugte uitdop, skil of droog of die pitte daaruit verwyder;
- (f) vrugte of ander grondstowwe fynmaak of in die regte groottes sny;
- (g) bestanddele weeg, maar nie op 'n voorafgestelde skaal nie;
- (h) reeds gemengde geurmiddels giet;
- (i) lekkergoed vorm, ontvorm, fatsoeneer, giet, in stysel plaas, uit stysel haal en die stysel daarvan verwyder;
- (j) deeg, pasta of ander suiker- en/of sjokoladepreparate voer, kristalliseer, trek, rol, opsny en uitstempel;
- (k) indoop en met 'n lagie bedek;
- (l) vrugte, neute en ander eetbare materiaal in lekkergoedpreparate inwerk en/of insit;
- (m) kartondose maak;
- (n) goedere verpak as voorrade of vir versending, uitgesonderd die plasing van verpakte artikels van dieselfde grootte en getal in houters wat spesiaal gemaak is om hulle te bevat;
- (o) bestellings bymekaarmaak en nagaan;
- (p) etiketteer- en/of toedraaiwerk verrig;
- (q) bereidings- of mengwerk doen wat nie by die werksaamhede in die woordskrywing van "arbeider" ingesluit is nie;

"algemene werker, gekwalifiseer," 'n algemene werker met minstens drie maande ondervinding;

"algemene werker, ongekwalifiseer," 'n algemene werker met minder as drie maande ondervinding;

"groepleier of spanopsigter" 'n vroulike werknemer wat onder die toesig van 'n voorman of assistent-voorman, voorvrouw of assistent-voorzou aan die hoof staan van en toesig hou oor die werk van 'n groep of afdeling algemene werkers;

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

- (a) Goedere, materiaal, gerei, uitrusting, masjinerie, gereedskap of ander artikels optel, dra, verskuif of opstapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels skoonmaak of was;
- (c) vure maak of aan die brand hou;
- (d) afval verwyder;
- (e) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer;
- (f) op- of aflaai;
- (g) dose, bale of pakke oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) suiker of ander bestanddele in stoom- of ander panne roer, maar nie termometers aflees of stoomdruk reguleer nie;
- (j) kasplanke of geriffelde kartonhouters aanmekaarsit;
- (k) raffineerders, roostermasjiene, wanmasjiene, maal- en vormmasjiene vul en leegmaak, maar nie sodanige masjiene bedien nie;
- (l) tee of dergelyke drankte berei;
- (m) bestanddele in mengmasjiene of panne plaas maar nie stroop in draaiende panne giet nie;
- (n) stysel in "buck"-masjiene voer;
- (o) suiker of glukose op 'n voorafgestelde skaal afweeg

"maintenance man" means an employee other than a mechanic engaged in keeping in repair machinery, plant, furniture or other equipment;

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

"motor vehicle" means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods, other than a traveller's samples, or for the transport of a traveller;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"night shift" means any period of work the major portion of which falls between the hours of 9 p.m. and 7 a.m.;

"operating a machine" includes tending, starting or stopping the machine and may include filling or withdrawing;

"part-time motor vehicle driver" means an employee engaged in driving a motor vehicle for not more than two hours in the aggregate on any day and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

"platen pressman" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with an automatic feed, larger than 10 inches by 15 inches or a label overprinting machine), including locking up forms in the machine chase;

"sample boy" means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples, and who may drive the motor vehicle used by the traveller in the performance of his duties;

"short-time" means a temporary reduction in the number of ordinary hours of work due to a general breakdown of plant or machinery or a threatened or imminent breakdown of buildings, caused by accident or other unforeseen emergency, or to slackness of trade or shortage of raw material;

"storeman" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse, and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"sweetmaker" means an employee who is engaged in and is responsible for the making of sweets from the time when the ingredients are first brought to the mixing or cooking vessels or revolving pans until the sweet mass is ready to be cut, shaped, sized, wrapped or otherwise fabricated or pan goods are ready to be removed from the pan, and/or in the case of chocolate, from the commencement of the roasting of the beans until the chocolate is ready to be formed, poured, wrapped, used for dipping or coating or otherwise fabricated;

"sweetmaker, qualified," means a sweetmaker who has had not less than five years' experience;

"sweetmaker, unqualified," means a sweetmaker who has had less than five years' experience;

"Sweet Manufacturing Industry" means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registrable under the Factories, Machinery and Building Work Act, 1941, as amended, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;

"traveller" means an employee engaged in soliciting or collecting orders outside the establishment of his employer;

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

"traveller, unqualified," means a traveller who has had less than four years' experience;

"instandhouer" 'n werknemer, uitgesonderd 'n werktuigkundige, wat masjinerie, installasie, meubels of ander uitrusting in orde hou;

"werktuigkundige" 'n geskoolde vakman of ambagsman; en vir die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde vakman of ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge kragtens artikel ses van die Wet op Opleiding van Ambagsmense, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur of kragtens artikel twee (7) of kragtens artikel sewe (3) van genoemde Wet aan hom uitgereik het;

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is vir aandrywing op 'n ander manier as deur middel van menslike of dierlike krag en wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, of vir die vervoer van 'n handelsreisiger;

"bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordomskriving omvat "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

"nagskof" 'n werktydperk waarvan die grootste gedeelte tussen die ure 9 nm. en 7 vm. val;

"n masjien bedien" ook die versorging, aansit of stopsit van die masjien, en kan dit ook vul of leegmaak omvat;

"deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig vir hoogstens twee uur altesaam op 'n dag bestuur, en vir die toepassing van hierdie woordomskriving omvat "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder vir die voertuig verantwoordelik is of wat hy bestee aan werk in verband met die voertuig of die vrag;

"degelpersdrukker" 'n werknemer wat werk op 'n degelpers (uitgesonderd 'n degelpers wat 'n outomatiese toevoer het en wat groter as 10 duim by 15 duim is of 'n etiketoordrukmasjien) in gereedheid kan bring en afdruk en wat ook vorms in die raam van die masjien kan vassit;

"monsterjong" 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en hom help om sy monsters te verpak, uit te pak of uit te stal en wat die motorvoertuig kan bestuur wat deur die handelsreisiger by die verrigting van sy pligte gebruik word;

"korttyd" 'n tydelike vermindering in die geval gewone werkure weens 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende of naderende onklaarraking van geboue as gevolg van 'n ongeluk of 'n ander onvoorsiene noodtoestand of weens 'n bedryfslapte of tekort aan grondstowwe;

"pakhuisman" 'n werknemer wat algemeen verantwoordelik is vir voorrade of afgewerkte produkte en vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n pakkamer of pakhuis en/of die aflewering van goedere uit 'n pakkamer of pakhuis aan die verbruiksafdelings van 'n bedryfsinrigting of vir versending;

"lekkergoedmaker" 'n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is vanaf die tyd waarop die bestanddele vir die eerste maal by die meng- of kookpote of draaipanne gebring word totdat die lekkergoed-massa gereed is om gesny, gefatsoeneer, in groottes verdeel, toegedraai of andersins gefabriseer te word, of totdat pangoedere gereed is om uit die panne verwyder te word en/of in die geval van sjokolade, vanaf die tyd waarop daar met die rooster van die boontjies begin word totdat die sjokolade gereed is om gevorm, gegiet, toegedraai, ingedoop of van 'n lagie voorsien of op 'n ander manier gefabriseer te word;

"lekkergoedmaker, gekwalifiseer," 'n lekkergoedmaker met minstens vyf jaar ondervinding;

"lekkergoedmaker, ongekwalifiseer," 'n lekkergoedmaker met minder as vyf jaar ondervinding;

"Lekkergoednywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word en omvat dit ook—

(a) die vervaardiging van enige kommoditeit of bestanddeel wat in die vervaardiging van lekkergoed gebruik word, as dit uitgeoefen word deur sodanige werkgewers en werknemers wat lekkergoed vervaardig; en

(b) alle werksaamhede wat in verband staan met of voortspuit uit die vervaardiging van lekkergoed of sodanige kommoditeite of bestanddele en wat uitgevoer word deur enigeen van die werkgewers van sodanige werknemers.

"handelsreisiger" 'n werknemer wat bestellings buite die bedryfsinrigting van sy werkgewer werf of bymeekaarmaak;

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;

"handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa

"watchman" means an employee engaged in guarding premises or other property;

"welfare officer" means an employee who holds a current certificate of competency in first aid issued by any of the following organisations:—

(a) Red Cross Society of South Africa;

(b) St. John's Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

and who is in charge of a first-aid room;

"wage" means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6 provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount.

4. REMUNERATION.

(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; provided that in classifying an employee for the purpose of this clause, he shall be deemed to be in the class in which he is wholly or mainly employed:—

	Per Week. R c
Foreman	30 00
Assistant foreman	27 00
Forewoman	22 00
Assistant forewoman	19 00
Group leader or team supervisor	12 50
Sweetmaker, qualified	28 80
Sweetmaker, unqualified:—	
During the first six months' experience	12 00
During the second six months' experience	12 50
During the third six months' experience	13 00
During the fourth six months' experience	15 50
During the fifth six months' experience	16 00
During the sixth six months' experience	18 00
During the seventh six months' experience	20 00
During the eighth six months' experience	22 00
During the ninth six months' experience	23 80
During the tenth six months' experience	24 80
Clerical employee, male, qualified	23 07
Clerical employee, male, unqualified:—	
During the first year of experience	9 23
During the second year of experience	12 00
During the third year of experience	14 77
During the fourth year of experience	17 55
During the fifth year of experience	20 31
Clerical employee, female, qualified	16 20
Clerical employee, female, unqualified:—	
During the first year of experience	8 54
During the second year of experience	10 32
During the third year of experience	12 12
During the fourth year of experience	13 90
Assistant storeman	14 00
Welfare officer	15 00
Cloakroom attendant	10 00
Maintenance man	17 15
Mechanic	34 00
Motor vehicle driver:—	
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer drawn by such vehicle:—	
(i) does not exceed 6,000 lbs.	14 80
(ii) exceeds 6,000 lbs.	21 80
Part-time motor vehicle driver	9 00
Sample boy	9 50
Traveller, qualified	32 31
Traveller, unqualified:—	
During the first year of experience	23 07
During the second year of experience	25 38
During the third year of experience	27 69
During the fourth year of experience	30 00
Compositor	23 90
Platen pressman	15 87
Poiler attendant	8 48
Watchman	8 48
General worker, unqualified:—	
During the first three months of service	8 00
General worker, unqualified:—	
(a) Employees employed in the Industry on 1st July, 1965:—	

"wag" 'n werknemer wat persele of ander eiendom bewaak;
"welsynsbeampte" 'n werknemer wat 'n geldige bevoegdheid-sertifikaat vir eerstehulp besit wat deur enigeen van die volgende organisasies uitgereik is:—

(a) Rooikruisvereniging van Suid-Afrika;

(b) St. John-ambulansvereniging;

(c) Noodhulpiga van Suid-Afrika;

en wat vir 'n eerstehulpkamer verantwoordelik is;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 6 voorgeskryf; met dien verstande dat, as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n bedrag betaal wat hoër is as dié wat in klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is soos volg; met dien verstande dat by die indeling van 'n werknemer vir die toepassing van hierdie klousule, hy geag word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	Per week. R c
Voorman	30 00
Assistent-voorman	27 00
Voorvrou	22 00
Assistent-voorvrou	19 00
Groepleier of spanopsigter	12 50
Lekkergoedmaker, gekwalifiseer	28 80
Lekkergoedmaker, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding	12 00
Gedurende die tweede ses maande ondervinding	12 50
Gedurende die derde ses maande ondervinding	13 00
Gedurende die vierde ses maande ondervinding	15 50
Gedurende die vyfde ses maande ondervinding	16 00
Gedurende die sesde ses maande ondervinding	18 00
Gedurende die sewende ses maande ondervinding	20 00
Gedurende die agtste ses maande ondervinding	22 00
Gedurende die negende ses maande ondervinding	23 80
Gedurende die tiende ses maande ondervinding	24 80
Klerk, man, gekwalifiseer	23 07
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	9 23
Gedurende die tweede jaar ondervinding	12 00
Gedurende die derde jaar ondervinding	14 77
Gedurende die vierde jaar ondervinding	17 55
Gedurende die vyfde jaar ondervinding	20 31
Klerk, vrou, gekwalifiseer	16 20
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	8 54
Gedurende die tweede jaar ondervinding	10 32
Gedurende die derde jaar ondervinding	12 12
Gedurende die vierde jaar ondervinding	13 90
Assistent-pakhuisman	14 00
Welsynsbeampte	15 00
Kleedkamerbediende	10 00
Instandhouer	17 15
Werktuigkundige	34 00
Bestuurder van 'n motorvoertuig—	
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa wat deur sodanige voertuig getrek word:—	
(i) hoogstens 6,000 lb. is	14 80
(ii) meer as 6,000 lb. is	21 80
Deeltydse bestuurder van 'n motorvoertuig	9 00
Monsterjong	9 50
Handelsreisiger, gekwalifiseer	32 31
Handelsreisiger, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	23 07
Gedurende die tweede jaar ondervinding	25 38
Gedurende die derde jaar ondervinding	27 69
Gedurende die vierde jaar ondervinding	30 00
Lettersetter	23 90
Degelpersdrukker	15 87
Ketelbediener	8 48
Wag	8 48
Algemene werker, ongekwalifiseer—	
Gedurende die eerste drie maande diens	8 00
Algemene werker, gekwalifiseer—	
(a) werknemers werksaam in die Nywerheid op 1 Julie 1965:—	

	Per Week. R c
(b) <i>Other.</i>	
During the first three months of service	9 45
During the next twelve months of service	9 70
Thereafter	10 00

Labourer.

18 years of age or over	7 75
Under 18 years	6 80

Casual Labourer.

For each day or part of a day of employment, one-fifth of the maximum wage prescribed for a labourer.

(2) Notwithstanding the provisions of sub-clause (1), the minimum wages which shall be paid by an employer to the under-mentioned classes of employees shall be the wages prescribed in sub-clause (1) plus the amounts set out in Annexure A to this Agreement.

- (i) Employees who have completed three years' continuous service with the same employer, but whose continuous service does not exceed 5 years;
- (ii) Employees who have completed five years' continuous service with the same employer, but whose continuous service does not exceed 10 years;
- (iii) Employees who have completed 10 years' continuous service with the same employer, but whose continuous service does not exceed 15 years.
- (iv) Employees who have completed 15 years continuous service with the same employer or more.

(3) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee other than a casual labourer shall be weekly and save as provided in sub-clause (4) of this clause and in clause 5 (6) an employee shall be paid in respect of any week not less than the full weekly wage prescribed in sub-clause (1) or (2) of this clause for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(4) *Night Shift Remuneration.*—An employee, employed on night shift, other than a watchman or an employee whose attendance is necessary at night in connection with refrigeration plant or the generation of steam or electricity, shall be paid not less than the remuneration prescribed in sub-clause (1) or (2) of this clause for an employee of his class divided by 44 for each hour or part of an hour so worked plus 20 per cent.

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

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

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

is prescribed in sub-clause (1) or (2) of this clause shall pay to such employee in respect of the whole day on which he performs such work—

(i) in the case referred to in paragraph (a), one-fifth of such higher wage;

(ii) in the case referred to in paragraph (b), one-fifth of the wage prescribed in sub-clause (1) or (2) for an employee of his class, plus 20 per cent;

provided that where the sole difference between classes is in terms of sub-clause (1) or (2) based on experience or sex, the provisions of this sub-clause shall not apply.

(6) *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) or (2) of this clause for an employee of his class.

(7) *Transport and or Subsistence Allowance.*—In addition to the wage prescribed in clause 4 (1) or clause 4 (2)—

(a) a traveller—

(1) who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be—

(i) reimbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not exceeding over a night; or

(ii) paid by his employer a subsistence allowance of not less than R2.25 for each night where such

	Per week. R c
(b) <i>Ander.</i>	
Gedurende die eerste drie maande diens	9 45
Gedurende die daaropvolgende twaalf maande diens	9 70
Daarna	10 00

Arbeider:—

18 jaar oud of ouer	7 75
Jonger as 18 jaar	6 80

Los arbeider:—

Vir elke dag of gedeelte van 'n dag gewerk, een vyfde van die maksimum loon wat vir 'n arbeider voorgeskryf word.

(2) Ondanks die bepalings van subklousule (1), is die minimum lone wat 'n werkgever aan ondergenoemde klasse werknemers moet betaal, die lone voorgeskryf in subklousule (1) plus die bedrae gemeld in Aanhangsel A van hierdie Ooreenkoms.

(i) Werknemers wat drie jaar ononderbroke diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens hoogstens 5 jaar is;

(ii) werknemers wat vyf jaar ononderbroke diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens hoogstens 10 jaar is;

(iii) werknemers wat 10 jaar ononderbroke diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens hoogstens 15 jaar is;

(iv) werknemers wat 15 jaar of langer ononderbroke diens by dieselfde werkgever voltooi het.

(3) *Kontrakgrondslag.*—By die toepassing van hierdie klousule, berus die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en behoudens die bepalings van subklousule (4) van hierdie klousule en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) of (2) van hierdie klousule voorgeskryf vir 'n werknemer van sy klas, betaal word afgesien daarvan of hy in daardie week die maksimum getal gewone ure soos in klousule 6 (1) voorgeskryf, of minder, gewerk het.

(4) *Besoldiging vir nagskofte.*—'n Werknemer wat nagskof werk, uitgesonderd 'n wag of 'n werknemer wie se dienste in die nag nodig is in verband met die verkoelingsuitrusting of die opwekking van stoom of elektrisiteit, moet minstens die besoldiging betaal word wat in subklousule (1) of (2) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 44 vir elke uur of gedeelte van 'n uur aldus gewerk, plus 20 persent.

(5) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n arbeider, vereis of hom toelaat om vir langer as altesaam een uur op 'n dag, en 'n werkgever wat van sy arbeider vereis of hom toelaat om vir enige tydperk, of benewens sy werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

in subklousule (1) of (2) van hierdie klousule voorgeskryf word, moet aan sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, die volgende betaal:—

(i) In die geval bedoel in paragraaf (a), een vyfde van sodanige hoër loon;

(ii) in die geval bedoel in paragraaf (b), een vyfde van die loon wat in subklousule (1) of (2) vir 'n werknemer van sy klas voorgeskryf word, plus 20 persent;

met dien verstande dat, waar die enigste verskil tussen die klasse ingevolge subklousule (1) of (2) op ondervinding of geslag gegrond is, die bepalings van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandloon.*—Waar die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen vier en een derde maal die loon wat in subklousule (1) of (2) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word.

(7) *Reis- en/of verblyftoelae.*—Benewens die loon wat in klousule 4 (1) of klousule 4 (2) voorgeskryf word—

(a) moet 'n handelsreisiger—

(1) wat op enige reis wat hy in die verrigting van sy pligte onderneem, van sy woonplek en sy werkgever se bedryfsinrigting afwesig is vir 'n tydperk van langer as ses agtereenvolgende ure—

(i) deur sy werkgever vergoed word vir alle uitgawes wat hy redelikerwysse aangegaan het vir die verkryging van etes en tee vir hom gedurende sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of

(ii) deur sy werkgever 'n onderhoudstoelae van minstens R2.25 betaal word vir elke nag, waar sodanige tydperk van afwesigheid oor een of meer

(2) who uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer all the reasonable transport expenses incurred by him in the performance of his duties, and for the purpose of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense;

(3) who is required or permitted to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than six and a half cents for each mile travelled in such vehicle in the performance of his duties;

(b) sample boy, shall be paid a subsistence of not less than 50 cents in respect of every night spent away from the traveller's headquarters during any journey.

(8) Any allowance and expenses payable to a traveller in terms of sub-clause (7) (a) of this clause shall be paid by his employer within seven days of the traveller's written claim therefor; provided that a traveller shall submit such claim within one month of entitlement but shall submit not more than one claim in any one week.

(9) *Cost of Living Allowance.*—(1) The wages prescribed in clause 4 shall be deemed to include the Cost of Living Allowance payable in terms of War Measure No. 43 of 1942, as amended.

(2) In the event of the Cost of Living Allowance payable in terms of the said War Measure being increased, the wages prescribed shall be increased accordingly provided that the Cost of Living Allowance prescribed in sub-clause (9) of clause 4 of the Agreement published under Government Notice No. 1352, dated 30th August, 1963, shall be deemed to be Cost of Living Allowance for the purpose of the said War Measure.

5. PAYMENT OF REMUNERATION.

(1) *An employee other than a Casual Labourer.*—Save as is provided in clause 4 (8) and 7 (3) any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto, in writing, during the hours of work in 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 an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary, overtime and night shift hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Labourer.*—An employer shall pay the remuneration due to his casual labourer 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 Native (Urban Areas) Consolidation Act, 1945, and the Native Labourer Regulation Act, 1911, an employer shall not require an 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 any fines against his employee, nor shall he make any deduction 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 Fund;

(b) save as provided in clause 8, when his employee absents himself from work other than on the instructions or at the request of his employer or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;

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

(d) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction in respect of each hour of such reduction of one forty-fourth of the weekly wage prescribed in clause 4 (1) or 4 (2); provided that in the event of a stoppage of work due to circumstances beyond the control of an employee, his employer shall guarantee to such employee a minimum of 35 hours work in any one week of employment, or payment in lieu thereof; provided further that no deduction shall be made—

(i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless

(2) wat sy werkgever se motorvoertuig gebruik of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, deur sy werkgever vergoed word vir alle redelike vervoeruitgawes wat hy in die verrigting van sy pligte aangegaan het, en by die toepassing van hierdie paragraaf word die stalling van 'n motorvoertuig gedurende die nag geag 'n vervoeruitgawe te wees;

(3) van wie vereis word of wat toegelaat word om 'n motorvoertuig vir die verrigting van sy dienste te verskaf, deur sy werkgever 'n insluitende vervoertoelae van minstens 6½ sent betaal word vir elke myl wat hy in die verrigting van sy pligte met sodanige voertuig gereis het;

(b) moet 'n monstertjont 'n verblyftoelae van minstens 50 sent betaal word ten opsigte van elke nag wat hy gedurende enige reis op 'n ander plek as die handelsreisiger se hoofstandplaas deurgebring het.

(8) Alle toelaes en uitgawes wat ingevolge subklousule (7) (a) van hierdie klousule aan 'n handelsreisiger betaalbaar is, moet binne sewe dae nadat die handelsreisiger dit skriftelik geëis het, deur sy werkgever betaal word; met dien verstande dat 'n handelsreisiger sodanige eis binne een maand nadat hy daarop geregtig geword het, moet indien maar dat hy nie meer as een eis in 'n bepaalde week mag indien nie.

(9) *Lewenskostetoelae.*—(1) Die lone voorgeskryf in klousule 4 word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is.

(2) Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, verhoog word, moet die voorgeskrewe lone dienoreenkomstig verhoog word; met dien verstande dat die lewenskostetoelae voorgeskryf in subklousule (9) van klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1352 van 30 Augustus 1963, by die toepassing van genoemde Oorlogsmaatreël geag word lewenskostetoelae te wees.

5. BETALING VAN BESOLDIGING.

(1) *Ander werknemers as los arbeiders.*—Behoudens die bepalings van klousules 4 (8) en 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, weekliks, of maandeliks indien die werkgever en die werknemer skriftelik daartoe ooreengekom het, in kontant aan hom betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet geplaas word in 'n kovert of ander houder waarop die werkgever en die werknemer se naam, die werknemer se beroep, die getal gewone, oortyd- en nagskofure gewerk, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die bedrag betaal word, gemeld moet word.

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

(3) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag of regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie.

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, en die Bantoe Arbeid Regelingswet, 1911, mag 'n werkgever nie van 'n werknemer vereis om etes en/of huisvesting van hom of van enigiemand of op 'n plek deur hom aangewys, te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgever mag nie sy werknemer 'n boete ople nie en hy mag ook geen bedrag, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekteversekerings-, voorsorgs- of pensioenfonds;

(b) behoudens die bepalings van klousule 8, wanneer sy werknemer van die werk af wegbly, uitgesonderd onder opdrag of op versoek van sy werkgever, of afwesig is weens 'n ongeluk of swak gesondheid, 'n bedrag wat eweredig is aan die tydperk van sodanige afwesigheid;

(c) 'n bedrag wat 'n werkgever kragtens of ingevolge 'n wettelijke bepaling of 'n bevel van 'n bevoegde hof kan of moet aftrek;

(d) wanneer die gewone werkure soos voorgeskryf in klousule 6 (1), ingekort word weens korttyd, 'n bedrag, ten opsigte van elke uur van sodanige inkorting, van een vier-veertigste van die weekloon wat in klousule 4 (1) of 4 (2) voorgeskryf word; met dien verstande dat, ingeval die werk stopgesit word weens omstandighede wat buite die beheer van 'n werknemer is, sy werkgever sodanige werknemer 'n minimum van 35 ure werk in 'n bepaalde week diens of betaling in plaas daarvan moet waarborg; en voorts met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd weens 'n tydelike bedryfs-

- (ii) in the case of short-time due to a general breakdown of buildings, plant, or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;

(e) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of one-fifth of the weekly wage which he was receiving immediately prior to such public holiday;

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

	Per Week. Per Month.	
	R	R
Board.....	0.30	1.30
Lodging.....	0.20	0.87
Board and lodging.....	0.50	2.17

(g) contributions towards the expenses of the Council in terms of clause 18 of this Agreement;

(h) deductions in terms of clause 23 of this Agreement.

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 labourer shall not exceed—

- (i) forty-four in any week from Monday to Friday inclusive;
(ii) nine in any day;

provided that no female employee may be permitted to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
(b) after 1 o'clock p.m. on more than five days in any week.

(2) The ordinary hours of work of a casual labourer shall not exceed eight in any day.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day 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—

- (a) if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed to be part of the ordinary hours of work or overtime, as the case may be;
(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees, employed in or about his establishment other than a night watchman, a rest interval of not less than 10 minutes at as nearly as practicable—

- (a) the middle of each first work period in a day;
(b) the middle of each second work period in a day where such period is longer than three hours;

during which the employees shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) of this clause, 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 week in sub-clauses (1) and (2) of this clause shall be deemed to be overtime.

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

- (a) two hours on any day from Monday to Friday, inclusive;
(b) four hours on a Saturday;
(c) six hours in any one week;

provided that no employer shall require or permit a female employee to work overtime—

- (i) for more than two hours on any day;
(ii) on more than three consecutive days;
(iii) on more than sixty days in any year;
(iv) after completion of her ordinary working hours for more than one hour on any day unless he has given notice thereof to such employee before midday.

(8) *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 remuneration inclusive of cost of living allowance: provided that where in any

- (ii) in die geval van korttyd weens 'n algemene onklaar-raking van geboue, installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(e) 'n bedrag ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, van een vyfde van die weekloon wat hy onmiddellik voor sodanige openbare vakansiedag ontvang het;

(f) wanneer 'n werknemer daarmee instem of wanneer daar ingevolge die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, hoogstens die bedrae hieronder gespesifiseer:—

	Per week. Per maand.	
	R	R
Etes.....	0.30	1.30
Huisvesting.....	0.20	0.87
Etes en huisvesting.....	0.50	2.17

(g) bydraes, ingevolge klousule 18 van hierdie Ooreenkoms, tot die uitgawes van die Raad;

(h) bedrae wat ingevolge klousule 23 van hierdie Ooreenkoms afgetrek moet word.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los arbeider, mag nie meer beloop nie as—

- (i) vier-en-veertig in 'n week van Maandag tot en met Vrydag;
(ii) nege op 'n bepaalde dag;

met dien verstande dat 'n vroulike werknemer nie toegelaat mag word om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
(b) na 1-uur nm. op meer as vyf dae in 'n week te werk nie.

(2) Die gewone werkure van 'n los arbeider mag nie meer as agt op 'n dag beloop nie.

(3) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure op 'n dag sonder 'n pouse van minstens een uur, waarin daar geen werk verrig mag word nie, te werk nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie; met dien verstande dat—

- (a) indien sodanige pouse langer as een uur duur, enige tydperk van langer as een uur en vyftien minute geag word deel van die gewone werkure of oortydure, na gelang van die geval, uit te maak;
(b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, wat in of in verband met sy bedryfsinrigting werksaam is, 'n ruspouse van minstens 10 minute verleen so na as doenlik—

- (a) aan die middel van elke eerste werktydperk in 'n dag;
(b) aan die middel van elke tweede werktydperk in 'n dag, waar sodanige tydperk langer as drie uur is;

en gedurende sodanige pouse mag daar nie van die werknemers vereis word of mag hulle nie toegelaat word om enige werk te verrig nie, en sodanige pouse word nie geag deel van die gewone werkure uit te maak nie.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalinge van subklousules (3) en (4) van hierdie klousule, moet alle werkure aaneenlopend wees.

(6) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal ure wat in subklousules (1) en (2) van hierdie klousule ten opsigte van 'n dag of 'n week voorgeskryf word, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag van 'n werknemer vereis of hom toelaat om vir hoogstens—

- (a) twee uur op 'n dag van Maandag tot en met Vrydag;
(b) vier uur op 'n Saterdag;
(c) ses uur in 'n bepaalde week;

oortyd te werk; met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer mag vereis of haar mag toelaat om—

- (i) vir meer as twee uur op 'n dag oortyd te werk nie;
(ii) op meer as drie agtereenvolgende dae oortyd te werk nie;
(iii) op meer as sestig dae in 'n jaar oortyd te werk nie;
(iv) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie tensy hy haar voor die middag daarvan in kennis gestel het.

(8) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het, besoldig teen minstens een-en-een-derde maal sy gewone besoldiging, met inbegrip van lewenskostetoelae; met dien verstande dat, waar die oortyd wat op 'n daaglikse grondslag bereken word, in enige week

(9) *Meals to be Provided.*—An employer shall provide an employee who is required to work overtime after 6.30 p.m. with a sufficient meal or in lieu thereof shall pay to such employee an amount not less than 15 cents in sufficient time to enable him to obtain a meal before the overtime is due to commence.

(10) *Savings.*—The provisions of this clause shall not apply to a traveller, traveller's driver or a watchman, and the provisions of sub-clauses (3), (4), (5) and (7) of this clause shall not apply to an employee employed on work necessitated by a breakdown in plant, machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work or repairs to buildings which cannot be carried out while machinery is working.

7. ANNUAL LEAVE.

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

- (a) in the case of a traveller, sample boy, and a watchman, 22 consecutive calendar days' leave;
- (b) in the case of all other employees 15 consecutive calendar days' leave;

and shall pay to such employee—

- (i) in the case of an employee mentioned in (a) not less than three and one-fifth times the weekly wage to which he is entitled as from the first day of the commencement of the leave; and
- (ii) in the case of an employee mentioned in (b) not less than two and one-fifth times the weekly wage to which he is entitled as from the first day of the commencement of the leave.

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

- (i) save as provided in paragraph (v), if such leave has not been granted earlier it shall be granted within two months of completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee undergoes military training in pursuance of the Defence Act 1957;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) of this clause shall be paid on the last work day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates during any period of 12 months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1) one-twelfth of his total remuneration for three weeks and one day;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-twelfth of his total remuneration for two weeks and one day.

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

(6) For the purpose 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) of this clause;
- (b) undergoes military training in pursuance of the Defence Act, 1957;

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie vereis word om na 6.30 nm. oortyd te werk, van 'n toereikende ete voorsien of hom in plaas daarvan 'n bedrag van minstens 15 sent betyds genoeg betaal om hom in staat te stel om 'n ete te verkry voordat daar met die oortydwerk begin moet word.

(10) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie op 'n handelsreisiger, 'n handelsreisiger se motorbestuurder of 'n nagwag van toepassing nie, en die bepalinge van subklousules (3), (4), (5) en (7) van hierdie klousule is nie van toepassing nie op 'n werknemer wat besig is met werk wat noodsaak is deur 'n onklaarraking van die installasie of masjinerie of 'n ander onvoorsiene noodtoestand of met werk in verband met die opknapping of herstel van die installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie of met herstelwerk aan geboue wat nie verrig kan word solank die masjinerie aan die gang is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werknemer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande diens by hom—

- (i) in die geval van 'n werknemer bedoel in (a), minstens drie 22 agtereenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, 15 agtereenvolgende kalenderdae verlof;

verleen en sodanige werknemer soos volg betaal:—

- (i) in die geval van 'n werknemer bedoel in (a), minstens drie een vyfde maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is; en
- (ii) in die geval van 'n werknemer bedoel in (b), minstens twee een vyfde maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is.

(2) Die verlof wat in subklousule (1) van hierdie klousule bedoel word, moet verleen word op 'n tyd wat die werknemer moet bepaal; met dien verstande dat—

- (i) behoudens die bepalinge van paragraaf (v), sodanige verlof binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, verleen moet word indien dit nie vroeër verleen is nie;
- (ii) die tydperk van sodanige verlof nie met enige siekteverlof of enige tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag verlof by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werknemer enige dag geleentheidsverlof wat met volle betaling aan sy werknemer op sy skriftelike versoek verleen is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige verloftydperk mag aftrek;
- (v) 'n werknemer en sy arbeider skriftelik ooreen mag kom dat die jaarlikse verlof opgehoop word oor 'n dienстыdperk van hoogstens twee agtereenvolgende jare.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof wat in subklousule (1) van hierdie klousule bedoel word, moet op die laaste werkdag voor die datum waarop sodanige verlof begin, betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens by dieselfde werknemer eindig voordat die tydperk van jaarlikse verlof wat in subklousule (1) voorgeskryf word, ten opsigte van daardie tydperk aanbreek het, moet by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooië maand van sodanige dienстыdperk minstens die volgende betaal word:—

- (a) in die geval van 'n werknemer wat in paragraaf (a) van subklousule (1) bedoel word, een twaalfde van sy totale besoldiging vir drie weke en een dag;
- (b) in die geval van 'n werknemer wat in paragraaf (b) van subklousule (1) bedoel word, een twaalfde van sy totale besoldiging vir twee weke en een dag.

(5) 'n Werknemer wat kragtens subklousule (1) van hierdie klousule op 'n verloftydperk geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by sodanige beëindiging ten opsigte van sodanige verlof die bedrag betaal word wat in subklousules (1) en (4) van hierdie klousule bedoel word.

(6) By die toepassing van hierdie klousule, word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

- (a) met verlof ooreenkomstig subklousule (1) van hierdie klousule afwesig is;
- (b) militêre opleiding ingevolge die Verdedigingswet, 1957,

(d) absent on sick leave in terms of clause 8; and shall be deemed to commence from the date the employee enters his employer's service or from the date on which he last became entitled to annual leave, whichever is the later.

(7) The period of leave shall not run concurrently with any period of sick leave in respect of which an employee is entitled to sick pay in terms of clause 8 (6) (ii) nor with any period during which an employee is required to undergo military training.

8. SWEET INDUSTRY SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the "Sweet Industry Sick Benefit Fund" (hereinafter referred to as "the Fund"). The Fund shall incorporate all assets and liabilities of the fund established under Government Notice No. 350, dated 4th August, 1961.

(2) The object of the Fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees in the Sweet Manufacturing Industry in the Magisterial District of Port Elizabeth for whom wages are prescribed in this Agreement, during periods of illness.

(3) The Fund shall be administered by the Council which shall make, amend and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto shall be lodged with the Industrial Registrar.

(4) All employees for whom wages are prescribed in this Agreement shall become members of the Fund and shall be classified in the following groups:—

Group 1.—Employees for whom a wage of less than R8.75 per week is prescribed.

Group 2.—Employees for whom a wage of not less than R8.75 but less than R12 per week is prescribed.

Group 3.—Employees for whom a wage of not less than R12 but less than R13.20 per week is prescribed.

Group 4.—Employees for whom a wage of not less than R13.20 but less than R16.20 per week is prescribed.

Group 5.—Employees for whom a wage of not less than R16.20 but less than R20 per week is prescribed.

Group 6.—Employees for whom a wage of not less than R20 but less than R21.76 per week is prescribed.

Group 7.—Employees for whom a wage of not less than R21.76 but less than R23.96 per week is prescribed.

Group 8.—Employees for whom a wage of not less than R23.96 but less than R26.16 per week is prescribed.

Group 9.—Employees for whom a wage of not less than R26.16 is prescribed.

(5) (a) Contributions.—Each employer shall on each pay-day deduct from the wages of each employee, other than an Apprentice the following amounts hereinafter referred to as "contributions":—

Group 1.—The sum of 8 cents;

Group 2.—The sum of 11 cents;

Group 3.—The sum of 15 cents;

Group 4.—The sum of 18 cents;

Group 5.—The sum of 20 cents;

Group 6.—The sum of 23 cents;

Group 7.—The sum of 25 cents;

Group 8.—The sum of 28 cents;

Group 9.—The sum of 30 cents;

and to the amounts so deducted, the employer shall add in respect of every employee—

Group 1.—The sum of 17 cents;

Group 2.—The sum of 17 cents;

Group 3.—The sum of 23 cents;

Group 4.—The sum of 26 cents;

Group 5.—The sum of 34 cents;

Group 6.—The sum of 40 cents;

Group 7.—The sum of 44 cents;

Group 8.—The sum of 47 cents;

Group 9.—The sum of 51 cents.

(b) Every employer shall forward not later than the seventh day of every month the total amount collected in terms of paragraph (a) to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, together with a statement in such form as the Council may from time to time prescribe.

(6) Sick Pay (A) (i)—Subject to the provisions of sub-clause (8) for each contribution a benefit of eight hours shall accrue to a contributor up to a maximum of 416 hours; provided that where the number of hours accrued is reduced by way of sick leave, the balance remaining to the credit

(d) met siekteverlof ooreenkomstig klousule 8 afwesig is;

en word dit geag te begin op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hy laas op jaarlikse verlof geregtig geword het, naamlik die jongste datum.

(7) Die tydperk van verlof mag nie met enige tydperk van siekteverlof ten opsigte waarvan 'n werknemer op siektebesoldiging kragtens klousule 8 (6) (ii) geregtig is of met enige tydperk waarin 'n werknemer militêre opleiding moet ondergaan, saamval nie.

8. SIEKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID.

(1) Hierby word 'n fonds gestig wat bekend staan as die "Siektebystandsfonds van die Lekkergoednywerheid" (hieronder die "Fonds" genoem). Die Fonds neem al die bates en laste oor van die Fonds wat by Goewermentskennisgewing No. 350 van 4 Augustus 1961 gestig is.

(2) Die oogmerk van die Fonds is om gedurende tydperke van siekte mediese, farmaseutiese en siektebystand te verskaf aan werknemers wat in die Lekkergoednywerheid in die landdrosdistrik Port Elizabeth werksaam is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Die Fonds word geadministreer deur die Raad, wat reëls vir die administrasie van die Fonds moet opstel en sodanige reëls mag wysig of verander. Kopieë van die reëls en alle wysigings daarvan moet by die Nywerheidsregistrateur ingedien word.

(4) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, word lede van die Fonds en moet in die volgende groepe ingedeel word:—

Groep 1.—Werknemers vir wie 'n loon van minder as R8.75 per week voorgeskryf word.

Groep 2.—Werknemers vir wie 'n loon van minstens R8.75 maar minder as R12 per week voorgeskryf word.

Groep 3.—Werknemers vir wie 'n loon van minstens R12 maar minder as R13.20 per week voorgeskryf word.

Groep 4.—Werknemers vir wie 'n loon van minstens R13.20 maar minder as R16.20 per week voorgeskryf word.

Groep 5.—Werknemers vir wie 'n loon van minstens R16.20 maar minder as R20 per week voorgeskryf word.

Groep 6.—Werknemers vir wie 'n loon van minstens R20 maar minder as R21.76 per week voorgeskryf word.

Groep 7.—Werknemers vir wie 'n loon van minstens R21.76 maar minder as R23.96 per week voorgeskryf word.

Groep 8.—Werknemers vir wie 'n loon van minstens R23.96 maar minder as R26.16 per week voorgeskryf word.

Groep 9.—Werknemers vir wie 'n loon van minstens R26.16 voorgeskryf word.

(5) (a) Bydraes.—Elke werkgever moet op elke betaaldag van die loon van elkeen van sy werknemers, uitgesonderd 'n vakleerling, die volgende bedrae aftrek (hieronder die "bydraes" genoem):—

Groep 1.—Die bedrag van 8 sent;

Groep 2.—Die bedrag van 11 sent;

Groep 3.—Die bedrag van 15 sent;

Groep 4.—Die bedrag van 18 sent;

Groep 5.—Die bedrag van 20 sent;

Groep 6.—Die bedrag van 23 sent;

Groep 7.—Die bedrag van 25 sent;

Groep 8.—Die bedrag van 28 sent;

Groep 9.—Die bedrag van 30 sent;

en by die bedrae aldus afgetrek, moet die werkgever die volgende voeg: Ten opsigte van elke werknemer in—

Groep 1.—Die bedrag van 17 sent;

Groep 2.—Die bedrag van 17 sent;

Groep 3.—Die bedrag van 23 sent;

Groep 4.—Die bedrag van 26 sent;

Groep 5.—Die bedrag van 34 sent;

Groep 6.—Die bedrag van 40 sent;

Groep 7.—Die bedrag van 44 sent;

Groep 8.—Die bedrag van 47 sent;

Groep 9.—Die bedrag van 51 sent.

(b) Elke werkgever moet die totale bedrag wat ingevolge paragraaf (a) ingevorder is, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur tesame met 'n staat in die vorm wat die Raad van tyd tot tyd mag voorskryf.

(6) Siektebesoldiging (A) (i).—Behoudens die bepalings van subklousule (8), loop daar ten opsigte van elke bydrae 'n voordeel van agt uur tot 'n maksimum van 416 uur op vir elke bydrae; met dien verstande dat, waar die getal ure wat aldus opgeloopt het, verminder word by wyse van siektebesoldiging ingevolge hierdie klousule, die saldo wat in die kredit van die bydraer bly,

(ii) Subject to the provisions of sub-clause (10) (b) the Council shall on receipt from an employee of a certificate issued by a medical officer appointed by the Council certifying that such employee is incapable of working due to illness, pay to such employee sick pay for the group in which he last contributed and for each hour of absence during the normal week beginning on the third working day after reporting to the medical officer at the following rates:—

- Group 1.—9 cents per hour;
- Group 2.—13 cents per hour;
- Group 3.—17 cents per hour;
- Group 4.—18 cents per hour;
- Group 5.—22 cents per hour;
- Group 6.—26 cents per hour;
- Group 7.—28 cents per hour;
- Group 8.—31 cents per hour;
- Group 9.—34 cents per hour;

provided that—

- (a) in the event of an employee being absent for four or more consecutive working days he shall in addition be paid sick pay in respect of the number of working hours lost during the first three days of absence;
 - (b) each certificate issued by a medical officer shall have a currency of seven days from the date of issue; provided that the Council may, in the event of lengthy illness, accept the certificate of one of the medical officers appointed by the Council for such longer period as it may determine;
 - (c) no payment in excess of the number of hours accrued in terms of sub-clause (6) (A) (i) of this clause shall be payable;
 - (d) the term "hour" means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness; and provided further that no sick pay benefits shall be paid—
 - (e) to an employee whose illness, affliction, or disease is in the opinion of the Council attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;
 - (f) in respect of paid holidays as specified in this Agreement or in respect of any portion of the annual leave for which an employee receives holiday pay in terms of clause 7 of this Agreement;
 - (g) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;
 - (h) in respect of confinements during the period of four weeks prior to, and eight weeks subsequent to the date of confinement during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941, as amended;
 - (i) for any period during which an employee is entitled to benefits in terms of the Unemployment Insurance Act, 1946, as amended.
- (iii) Not later than the seventh day of each month every employer shall forward to the Council in respect of the preceding calendar month, a statement, in duplicate, showing the full names of the employees who have been absent from work due to illness during the preceding month, their groups and the number of days absent.

(B) *Medical and Pharmaceutical Benefits.*—An employee shall be entitled to—

- (i) general medical attention from one of the medical officers appointed by the Council (hereinafter styled the medical officer), except confinements;
- (ii) injections, excluding vaccination and preventative injections administered by the medical officer;
- (iii) operations and specialist treatment on the recommendation of the medical officer up to a maximum of R40 (forty rand) during any one calendar year, provided that this does not include treatment for injuries arising out of an employee's participation in sport;
- (iv) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

(ii) Behoudens die bepalings van subklousule (10) (b), moet die Raad, wanneer hy van 'n werknemer 'n sertifikaat ontvang wat deur 'n geneeskundige beampte wat deur die Raad aangestel is, uitgereik is en waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan sodanige werknemer siektebesoldiging betaal volgens die groep waarin hy laas bygedra het, en vir elke uur afwesigheid, gedurende die gewone werkweek, wat begin op die derde werkdag nadat die werknemer hom by die geneeskundige beampte aangemeld het, moet die besoldiging soos volg betaal word:—

- Groep 1.—9 sent per uur;
- Groep 2.—13 sent per uur;
- Groep 3.—17 sent per uur;
- Groep 4.—18 sent per uur;
- Groep 5.—22 sent per uur;
- Groep 6.—26 sent per uur;
- Groep 7.—28 sent per uur;
- Groep 8.—31 sent per uur;
- Groep 9.—34 sent per uur;

met dien verstande dat—

- (a) ingeval 'n werknemer vir vier of meer agtereenvolgende werkdag afwesig is, hy daarbenewens ten opsigte van die getal werkdag wat hy gedurende die eerste drie dae afwesigheid verloor het, ook siektebesoldiging betaal moet word;
- (b) elke sertifikaat wat deur 'n geneeskundige beampte uitgereik word, 'n looptyd van sewe dae vanaf die datum van uitreiking het; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, van een van die geneeskundige beamptes wat deur die Raad aangestel is, 'n sertifikaat vir dié langer tydperk mag aanvaar soos hy mag bepaal;
- (c) geen betaling ten opsigte van 'n groter getal ure as dié wat ingevolge subklousule 6 (A) (i) van hierdie klousule opgeloop het, betaalbaar is nie;
- (d) die uitdrukking "uur" 'n gewone uur beteken wat die werknemer (afgesien van korttyd of oortyd) sou gewerk het as hy nie weens siekte van die werk afwesig was nie; en voorts met dien verstande dat geen siektebesoldigingsvoordele betaal word nie—
- (e) aan 'n werknemer wie se siekte, kwaal of ongesteldheid na die mening van die Raad te wyte is aan wangedrag of die buitensporige gebruik van sterk drank of verdowingsmiddels;
- (f) ten opsigte van vakansiedae met besoldiging soos in hierdie Ooreenkoms gespesifiseer, of ten opsigte van enige gedeelte van die jaarlikse verlof waarvoor 'n werknemer vakansiebesoldiging ingevolge klousule 7 van hierdie Ooreenkoms ontvang;
- (g) vir enige siekte ten opsigte waarvan 'n werknemer vergoeding ingevolge die Ongevallewet, 1941, ontvang;
- (h) ten opsigte van bevallings, gedurende die tydperk van vier weke voor en agt weke na die datum van bevalling, waarin 'n bydraer geregtig is op 'n voordeel ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig;
- (i) vir 'n tydperk waarin 'n werknemer geregtig is op voordele ingevolge die Werkloosheidsversekeringswet, 1946, soos gewysig.

(iii) Elke werkgewer moet voor of op die sewende dag van elke maand ten opsigte van die vorige kalendermaand aan die Raad 'n staat, in duplo, stuur waarin die volle name van die werknemers wat gedurende die vorige maand weens siekte van hul werk afwesig was, hul groepe en die getal dae wat hulle afwesig was, gemeld word.

(B) *Mediese en farmaseutiese bystand.*—'n Werknemer is geregtig op—

- (i) algemene mediese behandeling deur een van die geneeskundige beamptes wat die Raad aangestel het (hieronder die "geneeskundige beampte" genoem), behalwe in die geval van bevallings;
- (ii) inspuitings, uitgesonderd inentings- en voorkomende inspuitings wat deur die geneeskundige beampte toegedien word;
- (iii) operasies en spesialisbehandeling op aanbeveling van die geneeskundige beampte, tot 'n maksimum bedrag van R40 (veertig rand) gedurende een kalenderjaar; met dien verstande dat behandeling weens beserings wat ontstaan uit 'n werknemer se deelname aan sport, nie hierby ingesluit word nie;
- (iv) medisyne, salf, verbande en velmiddels wat op gesag van 'n voorskrif onderteken deur die geneeskundige beampte, verkry word van 'n apteek wat deur die Raad aangewys is.

Die koste van mediese behandeling en farmaseutiese middels

(7) Every employee shall be required to undergo a pre-employment medical examination by one of the medical officers and shall be required to be X-rayed at the miniature X-ray plant establishment at the North End Clinic, Port Elizabeth, prior to employment in the industry, and every employee employed in the industry may at the discretion of the Council be required to be X-rayed at the miniature X-ray plant at the North End Clinic, Port Elizabeth, once annually.

(8) No contributor shall be entitled to receive benefits in terms of sub-clause (6) until he has contributed for a period of 13 weeks and no benefits shall be payable from the date the contributor leaves the industry. In the event of a contributor exhausting the full benefit payable to him in terms of sub-clause (6) (A) he shall contribute for a further period of 13 weeks before such contributor shall be entitled to any further benefits.

(9) *Identification Cards.*—(a) Each contributor shall, after he has contributed for 13 weeks be supplied with an identification card printed in such form as the Council may from time to time direct.

Such card shall be signed by his employer, and shall contain a certificate by the employer to the effect that the employee is a contributor and is entitled to medical and pharmaceutical benefits in terms of the Fund.

Notwithstanding anything to the contrary contained in the Agreement a contributor shall not be entitled to medical or pharmaceutical benefits unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Council an identification card duly signed and completed in terms of this sub-clause, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this sub-clause.

(b) In the event of a contributor losing his identification card, he shall make application to the Council for the issue of a duplicate card on payment of such fee not exceeding 10 cents in respect thereof as the committee concerned may determine.

(c) Upon leaving the service of his employer, a contributor shall surrender his identification card to his employer who shall forthwith forward it to the Secretary of the Council.

(d) In the event of the employee obtaining further employment in the Sweet Manufacturing Industry within a period of 13 weeks reckoned from the date of the termination of his employment the employer shall forthwith issue him with a new card in terms of paragraph (a) of this sub-clause.

(10) *Financial Control.*—(a) All moneys paid into the fund shall be deposited in a special account to be opened in the name of the "Sweet Industry Sick Benefit Fund" at a bank approved by the Council.

(b) Benefits shall cease whenever the amount standing to the credit of the fund falls below R200 and shall not recommence until the amount standing to the credit of the fund has reached the sum of R400.

(c) The Secretary shall, as soon as possible after 31st December each year, prepare a statement showing moneys received and details of expenditure during the 12 months ended 31st December. Such statement shall be submitted for audit to a public accountant appointed by the Council and submitted to the Council together with the public accountant's report. The audited statement and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies thereof shall be sent to the Industrial Registrar, within three months of the period covered by it.

(d) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

(e) All payments by the Fund shall be by cheque on the Fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council.

(f) Any moneys regarded by the Council as being surplus to the Fund's requirements may be placed on deposit with a bank or registered building society; provided that sufficient money is kept in such liquid form as to enable the Fund to meet its liabilities immediately it is called upon to do so.

(g) Should this Agreement expire through effluxion of time, or for any other reason, the Fund shall continue to be administered by the Council until the Agreement is renewed or superseded by a similar Agreement or, failing such renewal or supersession until the Fund is liquidated.

(11) *Liquidation.*—(a) Subject to the provisions of sub-clause (10) (g) of this clause, the Fund shall be liquidated after any

(7) Daar word van elke werknemer vereis om 'n mediese ondersoek deur een van die geneeskundige beampptes te ondergaan voordat hy in diens geneem word en om hom aan 'n X-straalonderzoek by die miniatuur-X-straalnrigting by die Noordeindklinik, Port Elizabeth, te onderwerp voordat hy in die Nywerheid diens aanvaar, en daar kan van elke werknemer wat in die Nywerheid werksaam is, vereis word om hom een maal per jaar na goedvinde van die Raad aan 'n X-staalondersoek te onderwerp by die miniatuur-X-straalnrigting by die Noordeindklinik, Port Elizabeth.

(8) Geen bydraer is daarop geregtig om voordele kragtens subklausule (6) te ontvang nie totdat hy vir 'n tydperk van 13 weke bygedra het, en geen voordele is vanaf die datum waarop die bydraer die Nywerheid verlaat, betaalbaar nie. Ingeval 'n bydraer die volle voordeel wat ingevolge subklausule 6 (A) aan hom betaalbaar is, uitput, moet hy vir 'n verdere tydperk van 13 weke bydra voordat hy op verdere bystand geregtig is.

(9) *Identifikasiekaarte.*—(a) Elke bydraer moet, nadat hy vir dertien weke bygedra het, voorsien word van 'n identifikasiekaart wat gedruk is in dié vorm wat die Raad van tyd tot tyd mag voorskryf.

Sodanige kaart moet onderteken word deur sy werkgever, en die werkgever moet daarop sertifiseer dat die werknemer 'n bydraer is en ooreenkomstig die bepalings van die Fonds op mediese en farmaseutiese bystand geregtig is.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is 'n bydraer nie op mediese of farmaseutiese bystand geregtig nie tensy hy in besit is van 'n identifikasiekaart wat behoorlik onderteken en ingevul is ooreenkomstig die bepalings van hierdie subklausule en sodanige kaart toon aan die geneeskundige beamppte of apteker wat deur die Raad aangestel is, en geen geneeskundige beamppte of apteker mag 'n persoon ooreenkomstig die bepalings van hierdie Ooreenkoms medies behandel of van farmaseutiese produkte voorsien nie tensy sodanige persoon aan sodanige geneeskundige beamppte of apteker 'n identifikasiekaart toon soos in hierdie subklausule bepaal.

(b) Ingeval 'n bydraer sy identifikasiekaart verloor, moet hy by die Raad aansoek doen om die uitreiking van 'n duplikaatkaart teen betaling van dié bedrag, hoogstens 10 sent, wat die betrokke komitee ten opsigte daarvan mag bepaal.

(c) Wanneer 'n bydraer die diens van sy werkgever verlaat, moet hy sy identifikasiekaart oorhandig aan sy werkgever, wat dit onmiddellik aan die Sekretaris van die Raad moet stuur.

(d) Ingeval die werknemer binne 'n tydperk van 13 weke vanaf die datum waarop sy diens beëindig is, weer werk in die Lekker-goednywerheid verkry, moet die werkgever onmiddellik 'n nuwe kaart ingevolge paragraaf (a) van hierdie subklausule aan hom uitreik.

(10) *Finansiële beheer.*—(a) Alle gelde wat aan die Fonds betaal word, moet gestort word in 'n spesiale rekening wat in die naam van die "Sweet Industry Sick Benefit Fund" geopen moet word by 'n bank wat deur die Raad goedgekeur word.

(b) Voordele word gestaak wanneer die bedrag waarmee die Fonds gekrediteer is, tot minder as R200 daal en word nie hervat nie totdat die bedrag wat in die krediet van die Fonds staan, die som van R400 bereik het.

(c) Die Sekretaris moet, so gou moontlik na 31 Desember elke jaar, 'n staat opstel van die bedrae wat gedurende die twaalf maande geëindig 31 Desember, ontvang en uitbetaal is. Sodanige staat moet deur 'n openbare rekenmeester wat deur die Raad aangestel is, geouditeer word en daarna saam met die openbare rekenmeester se verslag aan die Raad voorgeleë word. Die geouditeerde staat en die openbare rekenmeester se verslag daarop moet by die hoofkantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator gestuur word.

(d) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, is 'n las teen die Fonds.

(e) Alle betalings uit die Fonds geskied per tjek wat op die rekening van die Fonds getrek word. Sodanige tjeks moet onderteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad.

(f) Alle gelde wat na die mening van die Raad meer is as wat die Fonds nodig het, kan by 'n bank of geregistreerde bouvereniging gedeponeer word; met dien verstande dat daar genoeg geld in so 'n likwiede vorm gehou word dat die Fonds in staat sal wees om sy aanspreeklikhede na te kom sodra dit van hom vereis word.

(g) Indien hierdie Ooreenkoms weens tydsverloop of om 'n ander rede verval, moet die Raad aanhou om die Fonds te administreer totdat die Ooreenkoms hernieu of deur 'n soortgelyke Ooreenkoms vervang word of totdat die Fonds gelikwdeer word indien sodanige hernuwing of vervanging nie plaasvind nie.

(11) *Likwidasie.*—(a) Behoudens die bepalings van subklausule (10) (g) van hierdie klausule, moet die Fonds gelikwdeer word nadat enige Ooreenkoms wat as dan van krag was

All moneys remaining to the credit of the Fund after disposal of all claims in favour of and against the Fund shall be paid into the General Funds of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, members of the Council existing at the date on which the Council ceased to function or is dissolved, shall, subject to the approval of the Registrar constitute a management committee which shall continue to administer the Fund. Any vacancy occurring on the committee may be filled by the Registrar from the employers or the employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in paragraph (a) of this sub-clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the General Funds of the Council.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, other than a watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day not less than a weekly wage prescribed in clauses 4 (1) and 4 (2) for an employee of his class divided by five; provided that an employee may be required to work on any such day.

In the event of any of the public holidays referred to above falling on a Saturday, an employee shall be paid in respect of such day in addition to his normal weekly remuneration an amount not less than the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by five.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual labourer works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than a weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by five, plus in respect of each hour or part of an hour so worked, such weekly wage divided by 44.

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

(c) In the event of any paid holiday falling on a day other than a working day the employer shall pay to each of his employees a full day's remuneration in lieu of such holiday.

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

(a) pay to the employee—

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

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

(b) pay the employee at a rate not less than one and one-half times the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by 44 for each hour or part of an hour so worked and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by five.

Alle gelde wat in die krediet van die Fonds staan nadat alle eise ten gunste van of teen die Fonds afgehandel is, moet in die Algemene Fonds van die Nywerheidsraad vir die Lekkergoed-nywerheid, Port Elizabeth, gestort word.

(b) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, maak dié lede van die Raad wat bestaan het op die datum waarop die Raad opgehou het om te funksioneer of ontbind is, onderworpe aan die goedkeuring van die Registrateur, 'n bestuurskomitee uit wat moet aanhou om die Fonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, in die Nywerheid ten einde te verseker dat die getal werkgewers- en werknemers-verteenwoordigers en -sekondusse in die ledetal van die komitee ewe groot is.

Indien sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte na te kom of ingeval die komitee voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het al die bevoegdhede van die komitee vir sodanige doel. By die verstryking van hierdie Ooreenkoms moet die Fonds deur die komitee of die trustees, na gelang van die geval, gelikwider word op die manier soos voorgeskryf in paragraaf (a) van hierdie subklousule, en as die sake van die Raad by sodanige verstryking reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalinge van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die Algemene Fonds van die Raad uitgemaak het.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag en Kersdag en moet ten opsigte daarvan verlof verleen word en ten opsigte van elke sodanige dag minstens die weekloon soos in klousules 4 (1) en 4 (2) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word; met dien verstande dat daar van 'n werknemer vereis mag word om op sodanige dag te werk.

Ingeval enigen van die openbare vakansiedae hierbo genoem, op 'n Saterdag val, moet 'n werknemer ten opsigte van sodanige dag benewens sy gewone weekloon, 'n bedrag van minstens die weekloon soos in klousule 4 (1) of klousule 4 (2) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los arbeider, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die weekloon wat in klousule 4 (1) of klousule 4 (2) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur vyf, betaal plus, ten opsigte van elke uur of deel van 'n uur aldus gewerk, sodanige weekloon gedeel deur 44.

(b) Wanneer 'n los arbeider op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die dagloon wat in klousule 4 (1) vir 'n los arbeider voorgeskryf word, plus sodanige loon, gedeel deur agt, vir elke uur of deel van 'n uur aldus gewerk, betaal.

(c) Ingeval 'n vakansiedag met besoldiging op 'n ander dag as 'n werkdag val, moet die werkgewer aan elkeen van sy werknemers 'n volle dag se loon in die plek van sodanige vakansiedag betaal.

(3) *Betaling vir werk op Sondae.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

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

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

(b) die werknemer minstens een en 'n half maal die weekloon wat in klousule 4 (1) of klousule 4 (2) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 44, vir elke uur of deel van 'n uur aldus gewerk, betaal en hom binne sewe dae vanaf sodanige Sondag een dag verlof

10. PROPORTION OR RATIO.

(1) An employer shall not employ—

- (a) an assistant foreman, assistant forewoman or an unqualified clerical employee, unless he has in his employ a foreman, forewoman or qualified clerical employee respectively;
- (b) an unqualified sweetmaker, unless he has in his employ one qualified sweetmaker;
- (c) a general worker at a wage of less than nine rand forty-five cents per week, unless he has in his employ one general worker at a wage of not less than nine rand forty-five cents per week;

and for each qualified clerical employee or sweetmaker, not more than one unqualified clerical employee or sweetmaker, respectively and for each general worker receiving not less than nine rand forty-five cents per week not more than one general worker at less than nine rand forty-five cents per week may be employed provided that—

- (i) an employee who is wholly or mainly engaged in performing the work of a foreman, sweetmaker or clerical employee may be deemed to be a foreman, qualified sweetmaker or clerical employee as the case may be;
- (ii) for the purpose of this clause, an unqualified clerical employee or sweetmaker receiving not less than the wage prescribed in clause 4 (1) or 4 (2) for a qualified clerical employee or sweetmaker, as the case may be, be deemed to be a qualified clerical employee or sweetmaker respectively.

11. INCENTIVE WORK.

(1) A wage incentive scheme may be worked in any establishment by mutual agreement between the management and the employees concerned.

(2) The employees shall have the right to call in an official of the trade union to assist in drawing up any such scheme.

(3) Any wage incentive scheme shall guarantee the employees the minimum prescribed wage and shall enable the worker of average ability to earn at least 20 per cent in excess of the prescribed wage.

(4) An employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the Management, officials of the trade union, and the employees.

(5) 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. The Industrial Council shall approve such scheme which shall not be varied by the committee or terminated by either parties unless the party wishing to vary or terminate the agreement shall give in writing one month's notice. No alteration shall be effected without the approval of the Industrial Council.

(6) "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 wages prescribed in clause 4 of this Agreement.

(7) "Piecework" means any system of work under which the minimum wages to which an employee is entitled is calculated solely on the quantity of output of work done, irrespective of the time spent on such work.

(8) *Prohibition of Taskwork and Piecework.*—No employer or his representative shall require or permit any of his employees to perform taskwork or piecework.

12. LOG BOOK.

(1) Every employer shall provide a log book with duplicate folios for the use of each motor vehicle driver or part-time motor vehicle driver in his employ, as nearly as practicable in the following form:—

Daily Log.

Name of employer.....
 Name of driver.....
 Time of starting work.....a.m./p.m.
 Time of finishing work.....a.m./p.m.
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hours from.....a.m./p.m. to.....a.m./p.m.
 Breakdowns, accidents and/or other delays.....

Signature of Driver.

(2) Every driver, upon being provided with the log book referred to in sub-clause (1) of this clause, unless precluded from

10. GETALSVIRHOUDING.

(1) 'n Werkgewer mag nie—

- (a) 'n assistent-voorman, assistent-voortvrou of ongekwalifiseerde klerk in diens neem nie tensy hy onderskeidelik 'n voorman, 'n voortvrou of 'n gekwalifiseerde klerk in sy diens het;
- (b) 'n ongekwalifiseerde lekkergoedmaker in diens neem nie tensy hy een gekwalifiseerde lekkergoedmaker in sy diens het;
- (c) 'n algemene werker teen 'n loon van minder as nege rand vyf-en-veertig sent per week in diens neem nie tensy hy een algemene werker teen 'n loon van minstens nege rand vyf-en-veertig sent in sy diens het;

en vir elke gekwalifiseerde klerk of lekkergoedmaker mag daar nie meer as onderskeidelik een ongekwalifiseerde klerk of ongekwalifiseerde lekkergoedmaker in diens geneem word nie en vir elke algemene werker wat minstens nege rand vyf-en-veertig sent per week ontvang, mag daar nie meer as een algemene werker teen minder as nege rand vyf-en-veertig sent per week in diens geneem word nie; met dien verstande dat—

- (i) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n voorman, lekkergoedmaker of klerk verrig, geag moet word 'n voorman, gekwalifiseerde lekkergoedmaker of klerk, na gelang van die geval, te wees;
- (ii) by die toepassing van hierdie klousule, 'n ongekwalifiseerde kerk of lekkergoedmaker wat minstens die loon ontvang wat in klousule 4 (1) of 4 (2) vir 'n gekwalifiseerde klerk of lekkergoedmaker, na gelang van die geval, voorgeskryf word, geag moet word onderskeidelik 'n gekwalifiseerde klerk of lekkergoedmaker te wees.

11. AANSPOINGSWERK.

(1) Daar kan by wyse van 'n onderlinge ooreenkoms tussen die bestuur en die betrokke werknemers in enige bedryfsinrigting volgens 'n loonaansporingskema gewerk word.

(2) Die werknemers het die reg om 'n beampste van die vakvereniging in te roep om te help met die opstelling van sodanige skema.

(3) 'n Loonaansporingskema moet aan die werknemers die minimum voorgeskrewe loon waarborg en moet die werker met 'n gemiddelde werkvermoë in staat stel om minstens 20 persent meer as die voorgeskrewe loon te verdien.

(4) 'n Werkgewer wat 'n loonaansporingskema wil invoer, moet 'n gesamentlike komitee byeenroep wat bestaan uit verteenwoordigers van die bestuur, beamptes van die vakvereniging en verteenwoordigers van die werknemers.

(5) Die bepalinge van sodanige aansporingskema en alle latere wysigings daarvan waarvoor die Komitee ooreen mag kom, moet op skrif gestel en deur die lede van die Komitee onderteken word. Sodanige skema is onderworpe aan die goedkeuring van die Nywerheidsraad en mag nie deur die Komitee gewysig of deur enigeen van die party beëindig word nie tensy die party wat dit wil wysig of beëindig, een maand vooraf skriftelik kennis daarvan gee het. Geen verandering mag sonder die goedkeuring van die Nywerheidsraad aangebring word nie.

(6) "Taakwerk" beteken 'n werkstelsel waarvolgens die minimum hoeveelheid werk of die minimum omvang van die werk wat in 'n gespesifiseerde tyd verrig moet word, vasgestel moet word as 'n voorwaarde vir die betaling van lone soos in klousule 4 van hierdie Ooreenkoms voorgeskryf.

(7) "Stukwerk" beteken 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid of omvang van die werk wat hy verrig het, afgesien van die tyd wat aan sodanige werk bestee is.

(8) *Verbod op taakwerk en stukwerk.*—Geen werkgewer of sy verteenwoordiger mag van enigeen van sy werknemers vereis of hom toelaat om taakwerk of stukwerk te verrig nie.

12. LOGBOEK.

(1) Elke werkgewer moet 'n logboek met duplikaatbladsye verskaf vir die gebruik van elke bestuurder of deeltydse bestuurder van 'n motorvoertuig in sy diens, en sodanige logboek moet sover moontlik in die volgende vorm wees:—

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Tyd waarop werk begin.....vm./nm.
 Tyd waarop werk beëindig word.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etsure van.....vm./nm. tot.....vm./nm.
 Onklaarrakings, ongelukke en/of ander oorsake van oponthoud.....

Handtekening van bestuurder.

(2) Elke bestuurder moet, wanneer 'n logboek soos in subklousule (1) van hierdie klousule bedoel, aan hom oorhandig word, die daaglikse logboek in duplo invul ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na die voltooiing van

(3) Every employer shall retain the completed copy of the daily log for a period of three years after the date of its completion.

13. OVERALLS.

(1) An employer shall supply overalls free of charge to each of his employees or in lieu thereof shall pay to each employee once in every three months the sum of eighty-five cents for the purchase of overalls and they shall remain the property of the employer.

(2) All overalls shall be laundered at the expense of the employer.

(3) The provisions of this clause shall not apply to a clerical employee or a traveller.

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

An employer shall not employ any person under the age of 15 years.

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a casual labourer, furnish such employees with a certificate of service showing the full names of the employer and employee, the nature of the employment, the dates of commencement and termination of contract and the rate of remuneration at the date of such termination and shall forward a copy of such certificate to the Secretary of the Council, P.O. Box 2221, Port Elizabeth.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual labourer, shall give not less than one week's notice, in writing, of his intention to terminate the contract of employment, or an employer or his employee shall be entitled to terminate the contract of service without notice by paying or forfeiting, as the case may be, one week's pay in lieu of such notice; provided that this sub-clause shall not apply during the first five working days of employment during which period either the employer or the employee may terminate the contract of employment without notice and provided further that this shall not affect—

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

(b) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) Subject to the provisions of sub-clause (1) (a) an employee whose contract of employment is terminated while he is employed on short time, shall be paid not less than this ordinary weekly wage irrespective of the actual number of ordinary hours worked.

(4) The notice referred to in sub-clause (1) of this clause, shall take effect from the usual pay-day of the employee; provided that no such notice shall be given while the employee is absent on annual leave in terms of clause 7, sick leave in terms of clause 8 or during any period an employee is undergoing military training in pursuance of the Defence Act, 1957.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person: Provided that no female employee may be permitted to work—

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

(ii) after 1 o'clock p.m. on more than five days in any week; except for the purposes of performing work—

(a) which is necessitated by an emergency; or

(b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) The Council shall fix in respect of any persons 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, and after one week's notice, in writing, has been given to the persons

(3) Elke werkgewer moet die ingevulde kopie van die daaglikse log vir 'n tydperk van drie jaar na die datum waarop dit ingevul is, bewaar.

13. OORKLERE.

(1) 'n Werkgewer moet oorklere gratis aan sy werknemers verskaf of, in plaas daarvan, aan elke werknemer een maal elke drie maande die bedrag van vyf-en-tagtig sent betaal vir die aankoop van oorklere, en sodanige oorklere bly die eiendom van die werkgewer.

(2) Alle oorklere moet op koste van die werkgewer gewas en gestryk word.

(3) Die bepalinge van hierdie klousule is nie op 'n klerk of 'n handelsreisiger van toepassing nie.

14. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN VYFTIEN JAAR.

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los arbeider, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die diens, die datums waarop die kontrak begin en beëindig is en die besoldiging ten tyde van sodanige beëindiging gemeld word, en moet 'n kopie van sodanige sertifikaat aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los arbeider, moet minstens een week vooraf skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, maar 'n werkgewer of sy werknemer is daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur een week se loon in plaas van sodanige kennisgewing te betaal of te verbeur, na gelang van die geval; met dien verstande dat hierdie subklousule nie gedurende die eerste vyf werkdade van 'n werknemer se diens van toepassing is nie en dat die werkgewer of die werknemer in sodanige tydperk die dienskontrak sonder kennisgewing kan beëindig; en voorts met dien verstande dat hierdie bepalinge nie die volgende raak nie:—

(a) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak weens 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer is as een week.

(2) Wanneer daar ooreenkomstig die tweede voorbehoudsbepaling van subklousule (1) van hierdie klousule 'n ooreenkoms aangegaan word, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom word.

(3) 'n Werknemer wie se dienskontrak beëindig word terwyl hy korttyd werk, moet, behoudens die bepalinge van subklousule (1) (a), minstens sy gewone weekloon betaal word afgesien van die getal gewone ure wat hy gewerk het.

(4) Die kennisgewing wat in subklousule (1) van hierdie klousule bedoel word, loop vanaf die gewone betaaldag van die werknemer; met dien verstande dat daar nie, terwyl die werknemer met jaarlikse verlof ingevolge klousule 7 of met siekteverlof ingevolge klousule 8 afwesig is of gedurende enige tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, aldus kennis gegee mag word nie.

17. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen; met dien verstande dat geen vroulike werknemer toegelaat mag word nie om—

(i) tussen 6-uur nm. en 6-uur vm. te werk nie;

(ii) na 1-uur nm. op meer of vyf dae in 'n week te werk nie; tensy dit gedoen word met die doel om werk te verrig—

(a) wat weens 'n noodtoestand noodsaaklik gemaak is; of

(b) wat nodig is ten einde die verlies van grondstowwe te voorkom wat in die een of ander werwingstadium verkeer en vinnig sleg kan word.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaarde stel waarop sodanige vrystelling verleen word en ook die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag en na een week skriftelike kennisgewing aan die betrokke

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

- (a) the full name of the person concerned;
 - (b) the period during which the exemption shall operate;
 - (c) the provisions of the Agreement from which exemption is granted;
 - (d) the conditions subject to which exemption is granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences of exemption issued;
 - (b) retain a copy of each such licence and forward a copy to the Divisional Inspector of Labour, Port Elizabeth;
 - (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 2 cents per week from the earnings of each of his employees for whom minimum wages are prescribed in this Agreement. To this amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, not later than the seventh day of each month.

19. ADMINISTRATION OF AGREEMENT.

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

20. AGENTS.

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

21. EMPLOYMENT OF MEMBERS.

Preferential treatment in the matter of employment shall be given to members of the trade union.

22. ORGANISATION OF EMPLOYEES.

Every employer shall permit any official authorised by the trade union to enter his establishment during the lunch interval for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by the trade union.

23. TRADE UNION SUBSCRIPTIONS.

Upon being requested in writing by an employee to do so an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and hand it to the official appointed by the trade union to receive it.

24. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in or at the place where his employees are working a legible copy of this Agreement in both official languages.

Signed at Port Elizabeth as authorised for and on behalf of the Parties this 28th day of February, 1967.

MRS. C. M. S. GELVAN,
Chairman of the Council.

H. H. BERNSTEIN,
Vice-Chairman of the Council.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die tydperk waarin die vrystelling van krag is;
 - (c) die bepalings van die ooreenkoms waarvan vrystelling verleen word;
 - (d) die voorwaardes waarop die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie van elke sodanige sertifikaat bewaar en 'n kopie aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer twee sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur.

19. ADMINISTRASIE VAN OOREENKOMS.

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

20. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent kan enige bedryfsinrigting betree, enige werkgewer of werknemer ondervra en die registers van uitbetaalde lone en tyd gewerk, inspekteer met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

21. INDIENSNEMING VAN LEDE.

Wat indiensneming betref, moet daar voorkeur gegee word aan lede van die vakvereniging.

22. ORGANISASIE VAN WERKNEMERS.

Elke werkgewer moet 'n beampte wat deur die vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende die etenspouse te betree met die doel om—

- (a) werknemers in verband met vakverenigingsake te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei.

23. LEDEGELDE VAN VAKVERENIGING.

Wanneer 'n werkgewer skriftelik daartoe versoek word deur 'n werknemer, moet hy van die loon van sodanige werknemer die bedrag van die werknemer se vakvereniging-ledegeld aftrek en dit oorhandig aan die beampte wat deur die vakvereniging aangestel is om dit te ontvang.

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou in of op die plek waar sy werknemers werksaam is.

Op hede die 28ste dag van Februarie 1967 te Port Elizabeth vir en namens die partye onderteken soos gemagtig.

MEV. C. M. S. GELVAN,
Voorsitter van die Raad.

H. H. BERNSTEIN,
Ondervoorsitter van die Raad.

ANNEXURE A.

Category of Employee.	Employees who have completed three years' continuous service with the same employer but whose continuous service does not exceed five years.	Employees who have completed five years' continuous service with the same employer but whose continuous service does not exceed ten years.	Employees who have completed ten years' service with the same employer but whose continuous service does not exceed fifteen years.	Employees who have completed fifteen years' continuous service with the same employer or more.
	R	R	R	R
Foreman.....	1.20	1.80	2.10	2.70
Assistant foreman.....	1.08	1.62	1.89	2.43
Forewoman.....	0.88	1.32	1.54	1.98
Assistant forewoman.....	0.76	1.14	1.33	1.71
Group leader or team supervisor.....	0.50	0.75	0.88	1.13
Sweetmaker.....	1.15	1.73	2.02	2.59
Clerical employee, male.....	0.92	1.38	1.61	2.08
Clerical employee, female.....	0.65	0.97	1.13	1.46
Assistant storeman.....	0.56	0.84	0.98	1.26
Welfare Officer.....	0.60	0.90	1.05	1.35
Cloakroom attendant.....	0.40	0.60	0.70	0.90
Maintenance man.....	0.69	1.03	1.20	1.54
Mechanic.....	1.36	2.04	2.38	3.06
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle does not exceed 6,000 lb.....	0.59	0.89	1.04	1.33
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle exceeds 6,000 lb.....	0.87	1.31	1.53	1.96
Part-time motor vehicle driver.....	0.36	0.54	0.63	0.81
Sample boy.....	0.38	0.57	0.67	0.86
Traveller.....	1.29	1.94	2.19	2.91
Compositor.....	0.96	1.43	1.67	2.15
Platen pressman.....	0.63	0.95	1.11	1.43
Boiler attendant.....	0.34	0.51	0.59	0.76
Watchman.....	0.34	0.51	0.59	0.76
General worker.....	0.40	0.60	0.70	0.90
Labourer.....	0.31	0.47	0.54	0.70

AANHANGSEL A.

Klas werknemer.	Werknemers wat drie jaar ononderbroke diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens nie meer as tien jaar beloop nie.	Werknemers wat vyf jaar ononderbroke diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens nie meer as tien jaar beloop nie.	Werknemers wat tien jaar diens by dieselfde werkgever voltooi het maar wie se ononderbroke diens nie meer as vyftien jaar beloop nie.	Werknemers wat vyftien jaar ononderbroke diens of langer by dieselfde werkgever voltooi het.
	R	R	R	R
Voorman.....	1.20	1.80	2.10	2.70
Assistent-voorman.....	1.08	1.62	1.89	2.43
Voorvrou.....	0.88	1.32	1.54	1.98
Assistent-voorvrou.....	0.76	1.14	1.33	1.71
Groepleier of spanopsigter.....	0.50	0.75	0.88	1.13
Lekkergoedmaker.....	1.15	1.73	2.02	2.59
Klerk, man.....	0.92	1.38	1.61	2.08
Klerk, vrou.....	0.65	0.97	1.13	1.46
Assistent-pakhuisman.....	0.56	0.84	0.98	1.26
Welsynsbeampte.....	0.60	0.90	1.05	1.35
Kleedkamerbediende.....	0.40	0.60	0.70	0.90
Instandhouer.....	0.69	1.03	1.20	1.54
Werktuigkundige.....	1.36	2.04	2.38	3.06
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word, hoogstens 6,000 lb. is.....	0.59	0.89	1.04	1.33
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word, meer as 6,000 lb. is.....	0.87	1.31	1.53	1.96
Deeltydse bestuurder van 'n motorvoertuig....	0.36	0.54	0.63	0.81
Monsterjong.....	0.38	0.57	0.67	0.86
Handelsreisiger.....	1.29	1.94	2.19	2.91
Lettersetter.....	0.96	1.43	1.67	2.15
Degelpersdrukker.....	0.63	0.95	1.11	1.43
Ketelbediener.....	0.34	0.51	0.59	0.76
Wag.....	0.34	0.51	0.59	0.76
Algemene werker.....	0.40	0.60	0.70	0.90
Arbeider.....	0.31	0.47	0.54	0.70

ANNEXURE.

SWEET INDUSTRY PROVIDENT FUND.

Employer _____ Month _____ 19__

Fund No.	Surname of Contributor.	Initials or Native Name.	Tax No. (N.)	Number of Weeks.	Amount paid (Contributors' Contributions only).			Office use only.	Remarks.
					Group I.	Group II.	Group III.		
					R c	R c	R c		

SUB-TOTALS.....R _____

	R	c	Office use only.
Total Groups I, II and III.....			
Employers' Contribution.....			
TOTAL PAYMENT.....			

AANHANGSEL.

VOORSORGFONDS VIR DIE LEKKERGOEDNYWERHEID.

Werkgewer _____ Maand _____ 19__

Fonds-no.	Familienaam van bydraer.	Voorletters of Bantoe-naam.	Belasting-no. (N.)	Getal weke.	Bedrag betaal (slegs bydraes van bydraers).			Alleen vir kantoor-gebruik.	Opmerkings.
					Groep I.	Groep II.	Groep III.		
					R c	R c	R c		

SUBTOTALE.....R _____

	R	c	Alleen vir kantoor-gebruik.
Totale Groepe, I, II, en III.....			
Bydrae van werkgewers.....			
TOTALE BEDRAG BETAAL.....R			

No. R. 809.] [2 June 1967.
WAR MEASURES ACT, 1940.SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the Regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 4 (1) of the Agreement for the Sweet Manufacturing Industry,

No. R. 809.] [2 Junie 1967.
WET OP OORLOGSMAATREËLS, 1940.OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die Regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 4 (1) van die Ooreenkoms vir die Lekkergoednywerheid wat by Goewermentskennisgewing No. R. 808 van

No. R. 810.] [2 June 1967.
**FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.**

**SWEET MANUFACTURING INDUSTRY,
 PORT ELIZABETH.**

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Sweet Manufacture Industry, published under Government Notice No. R. 808 of the 2nd June, 1967, 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,
 Minister of Labour.

No. R. 811.] [2 June 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

**SWEET MANUFACTURING INDUSTRY,
 PORT ELIZABETH.**

PROVIDENT FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) 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 Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 30th June, 1967, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 30th June, 1967, 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 District of Port Elizabeth including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending on the 30th June, 1967, the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

No. R. 810.] [2 Junie 1967.
**WET OP FABRIEKE, MASJINERIE EN
 BOUWERK, 1941.**

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, gepubliseer by Goewermmentskennisgewing No. R. 808 van 2 Junie 1967, 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
 Minister van Arbeid.

No. R. 811.] [2 Junie 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, PORT ELIZABETH.

VOORSORGFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967 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 landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermmentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1, 2, en 5 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1967, eindig, in die landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermmentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH.

PROVIDENT FUND.

AGREEMENT

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

Algoa Sweet Manufacturing Company, Limited,
(hereinafter referred to as "the employers"), of the one part,
and the

Sweet Workers' Union

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

being parties to the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth and that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth, by the employers who are engaged in the Sweet Manufacturing Industry and by all employees who are members of the trade union and are employed in that Industry.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for the period ending 30th June, 1967, or for such period as may be determined by him.

3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to that Act shall include any amendments of the Act, and unless the contrary intention appears, words importing the masculine gender shall include females: Further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Sweet Manufacturing Industry" means, without in any way limiting the ordinary meaning of the term the Industry in which employers and employees are associated for the manufacture of sweets in establishments which are registrable under the Factories, Machinery and Building Work Act, 1941, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;

"Council" means the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth;

"establishment" means any premises on which the Sweet Manufacturing Industry is carried on and which would be registrable under the Factories, Machinery and Building Work Act, 1941;

"experience" means the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry;

"Fund" means the Provident Fund established under this Agreement;

"fund week" means a week calculated from midnight between Friday and Saturday to midnight between the next succeeding Friday and Saturday;

"Main Agreement" means the Agreement published under Government Notice No. R. 808, dated the 2nd June, 1967;

"member" or "member of Fund" means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement;

"nominee" means any person appointed by a member to whom any benefits accruing to such member at the time of his death shall be paid;

"retiral age" means the age of sixty years;

"secretary" means the secretary of the Council and includes any official appointed to assist the secretary;

"basic weekly wage" means the basic weekly wage prescribed in any

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH.

VOORSORGFONDS.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Algoa Sweet Manufacturing Company Limited,
(hieronder die "werkgewers" genoem, aan die een kant, en die
Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Port Elizabeth en in dié gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963, binne die landdrosdistrik Port Elizabeth geval het, nagekom word deur die werkgewers wat in die Lekkergoednywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en wat in daardie Nywerheid werksaam is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag vir die tydperk eindigende 30 Junie 1967, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van genoemde Wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Lekkergoednywerheid" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word, en omvat dit ook—

(a) die vervaardiging van enige kommoditeit of bestanddeel wat in die vervaardiging van Lekkergoed gebruik word, as dit onderneem word deur sodanige werkgewers en werknemers wat by die vervaardiging van lekkergoed betrokke is; en

(b) alle werksaamhede wat in verband staan met of voortspuit uit die vervaardiging van lekkergoed of sodanige kommoditeit of bestanddele, wat onderneem word deur engeen van die werkgewers van sodanige werknemers;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth;

"bedryfsinrigting" 'n perseel waarop die Lekkergoednywerheid beoefen word en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer in die Lekkergoednywerheid gehad het;

"Fonds" die Voorsorgfonds wat by hierdie Ooreenkoms gestig word;

"Fondsweek" 'n week bereken vanaf middernag tussen Vrydag op Saterdag tot middernag tussen die daaropvolgende Vrydag op Saterdag;

"Hofooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 808, gedateer 2 Junie 1967;

"lid" of "lid van die Fonds" engeen wat ingevolge hierdie Ooreenkoms as 'n werknemer tot die Fonds bydra of bygedra het;

"benoemde" engeen wat deur 'n lid aangestel is en aan wie voordele wat sodanige lid ten tyde van sy afsterwe mag toekom, betaal moet word;

"aftreeleeftyd" die leeftyd van sestig jaar;

"Sekretaris" die Sekretaris van die Raad en ook enige beamppte wat aangestel is om die Sekretaris behulpsaam te wees;

"loon" die basiese weekloon wat voorgeskryf word in enige lopende Ooreenkoms van die Raad wat ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan is en Ooreenkoms bestaan nie

4. PROVIDENT FUND.

(1) There shall be established a Provident Fund, the purpose of which shall be the provision of benefits to employees in the Industry.

The Fund shall consist of—

- (a) the Fund established pursuant to the Agreement published in the Schedule to Government Notice No. 1354, dated 30th August, 1963;
- (b) contributions paid into the Fund in accordance with this clause of the Agreement;
- (c) interest derived from the investment of any moneys of the Fund;
- (d) any other sums to which the Fund may become entitled.

(2) The Fund shall be under the control of a management committee appointed by the Council consisting of two representatives of employers and two representatives of the trade union.

An alternate may be appointed in respect of each representative. The management committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the management committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(3) The management committee shall have the power to make, amend and alter rules governing the administration of the Fund.

(4) The management committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (7) (b). The management committee shall have the power to appoint an auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(5) *Contributions.*—(a) All employees for whom wages are prescribed in any current Agreement of the Council which is binding under the Act, or in the absence of such Agreement in the last agreement applicable to the Industry and having not less than a total of six months' experience in the Industry shall become members of the Fund and contribute on the following basis:—

Group 1.—Employees whose wages are less than R7.23 per week shall contribute 7c per week.

Group 2.—Employees whose wages are not less than R7.23 per week but less than R14.80 per week shall contribute 10c per week.

Group 3.—Employees whose wages are not less than R14.80 per week shall contribute 25c per week.

(b) Every employer shall on each pay day deduct from the wages of each of his employees who is a member of the Fund an amount in accordance with clause 4 (5) (a) and to the aggregate of the amounts so deducted, he shall add an equal amount and forward not later than the seventh day of the following month, the total sum to the secretary, or to such other place as the Management committee may determine, together with a statement in accordance with the Annexure hereto.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund, and the employer shall be responsible for accounting to the Fund for both his own and the employees' contributions.

(c) Contributions in respect of a member who receives wages for one day or more during any Fund week shall be payable in respect of a whole week.

(d) Where a member is employed by more than one employer in the Industry during a Fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contributions due by such member from his earnings as provided in clause 4 (5) (b) and no further contribution shall be payable by or in respect of such member in respect of that week.

(e) An employer shall not deduct the whole or any part of his own contribution from the earnings of a member or receive any consideration from the member in respect of such contributions.

(f) When a member is on leave on full pay or pay less than full pay, both his own and the employer's contribution shall be continued.

(g) Where a member works short time, both his own and his employer's contributions shall be continued in accordance with paragraph (a) hereof.

4. VOORSORGFONDS.

(1) Hierby word 'n Voorsorgfonds gestig met die doel om voordele aan werknemers in die Nywerheid te verskaf. Die Fonds bestaan uit—

- (a) die Fonds wat gestig is ingevolge die Ooreenkoms wat in die Bylae van Goewermenskennisgewing No. 1354 van 30 Augustus 1963, gepubliseer is;
- (b) bydraes wat ingevolge hierdie klousule van die Ooreenkoms in die Fonds gestort word;
- (c) die rente verkry uit die belegging van gelde van die Fonds;
- (d) alle ander bedrae waarop die Fonds geregtig mag word.

(2) Die Fonds staan onder die beheer van 'n bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die vakvereniging.

Daar kan 'n sekondus ten opsigte van elke verteenwoordiger aangestel word. Die Bestuurskomitee kies 'n voorsitter en onder-voorsitter uit sy eie geledere en skryf sy eie reglement van orde voor. Indien die Bestuurskomitee om enige rede nie daartoe in staat is om sy pligte te verrig nie, moet die Raad sodanige pligte verrig en die bevoegdhede van die Bestuurskomitee uitoefen.

(3) Die Bestuurskomitee is bevoeg om reëls vir die administrasie van die Fonds op te stel, te wysig en te verander.

(4) Die Bestuurskomitee moet alle inkomste invorder en besit die bevoegdheid om gelde wat nie vir die lopende behoeftes nodig is nie, te belê soos in klousule 4 (7) (b) bepaal. Die Bestuurskomitee is bevoeg om 'n ouditeur, 'n aktuaris, 'n sekretaris en personeel aan te stel op dié voorwaardes wat hy dienstig ag en om sodanige aanstellings te wysig.

(5) *Bydraes.*—(a) Alle werknemers vir wie lone in 'n lopende ooreenkoms van die Raad wat ingevolge die Wet bindend is of, as daar nie so 'n ooreenkoms bestaan nie, in die laaste ooreenkoms wat op die Nywerheid van toepassing was, voorgeskryf word en wat minstens altesaam ses maande ondervinding in die Nywerheid het, moet lede van die Fonds word en op die volgende grondslag bydra:—

Groep 1.—Werknemers wie se loon minder as R7.23 per week bedra, moet 7c per week bydra.

Groep 2.—Werknemers wie se loon minstens R7.23 per week maar minder as R14.80 per week bedra, moet 10c per week bydra.

Groep 3.—Werknemers wie se lone minstens R14.80 per week bedra, moet 25c per week bydra.

(b) Elke werkgewer moet op elke betaaldag van die loon van elkeen van sy werknemers wat lid van die Fonds is, 'n bedrag ooreenkomstig klousule 4 (5) (a) aftrek, en by die totaal van die bedrae aldus afgetrek, moet hy 'n bedrag voeg wat daaraan gelyk is en die totale bedrag, tesame met 'n staat ooreenkomstig die aanhangsel hiervan, voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris of na 'n ander plek wat die Bestuurskomitee mag bepaal.

Dit is die verantwoordelikheid van die werkgewers om te verseker dat bydraes afgetrek word van die lone van alle werknemers wat vir lidmaatskap van die Fonds in aanmerking kom, en die werkgewer is verantwoordelik vir die verantwoording van beide sy eie en die werkgewers se bydraes tot die Fonds.

(c) Bydraes ten opsigte van 'n lid wat loon vir een dag of meer gedurende 'n FondswEEK ontvang, is betaalbaar ten opsigte van die hele week.

(d) Waar 'n lid gedurende 'n FondswEEK deur meer as een werkgewer in die Nywerheid in diens geneem is, moet die werkgewer by wie hy die laaste gedurende sodanige week in diens was, beide sy eie bydraes en dié deur die lid verskuldig, ten opsigte van die hele week betaal en kan hy die bydrae wat deur sodanige lid verskuldig is, aftrek van die verdienste soos in klousule 4 (5) (b) voorgeskryf, en geen verdere bydrae is deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie.

(e) 'n Werkgewer mag nie sy eie bydrae of 'n deel daarvan van die verdienste van 'n lid aftrek of enige teenprestasie ten opsigte van sodanige bydraes van die lid ontvang nie.

(f) Wanneer 'n lid met volle besoldiging of met minder as volle besoldiging met verlof is, moet sy eie bydraes en dié van die werkgewer voortgesit word.

(g) Waar 'n lid korttyd werk, moet beide sy eie en sy werkgewer se bydraes voortgesit word ooreenkomstig die bepalinge van paragraaf (a) hiervan.

(h) Indien 'n bydrae ooreenkomstig die bepalinge van paragraaf (a) hierboort...

(f) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the fund payments which were not due, the management committee may set off the amount of benefit so paid—

- (i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (ii) against any future benefits that may become due by the Fund by the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership of the Fund forthwith be readmitted to membership but shall be regarded as a new member as from the date of readmission; provided that if he repays to the Fund in cash the full amount which he received on leaving the Industry, the management committee shall have the power to reinstate him with credit for his previous period of membership.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of clause 4 (6) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit for his previous period of membership.

(6) *Benefits.*—(a) If a member shall leave the Industry permanently for any reason other than those under paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:—

- (i) If the total period of his contribution does not exceed two years the total amount contributed by him;
- (ii) if the total period of his contribution does not exceed two years but does not exceed three years the total amount contributed by him plus 10 per cent thereof;
- (iii) if the total period of his contributions exceeds three years but does not exceed four years the total amount contributed by him plus 17½ per cent thereof;
- (iv) for each succeeding year of contribution an additional 7½ per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the management committee may pay money's due to members in instalments over a period not exceeding six calendar months should members so desire.

(b) If a member leaves the Industry on or after reaching retiral age, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age, and the management committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry it shall grant such member benefits up to the full amount of his own and the employer's contributions.

(c) On proof, satisfactory to the management committee, of the death of a member, the Fund shall pay a lump sum equal to the aggregate amount of his own and the employer's contributions to a nominee appointed by the member before his death, or into the estate of the deceased member. In the event of the appointed nominee being dead at the time when payment of benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the management committee shall pay the benefit to such minor's legal guardian.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the Fund, the Fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in terms of sub-clause 4 (6) (a) or (b) exceeds the total payments which have been made to the retired member.

The management committee shall be advised, in writing, of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the management committee, in writing, of the name and address of his nominee in terms of this sub-clause any benefit due in terms of this sub-clause shall be paid into the estate of such deceased member.

(d) If a member has received benefit to which he is not entitled under the provisions of this Fund and the matter is not dealt with in the manner set out in paragraph (i) of clause 4 (5), he shall be liable to repay to the Fund the amount of the benefit so received; provided that if the management committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(e) Save as is provided in this sub-clause, no benefit or right to benefit shall be capable of being assigned or transferred or

(f) Wanneer 'n voordeel per abuis aan 'n lid betaal word as gevolg van die feit dat sodanige lid bedrae aan die Fonds betaal het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die voordeel wat aldus betaal is, aftrek—

- (i) van enige som wat van die Fonds geëis word by wyse van terugbetaling van sodanige bydraes wat nie verskuldig was nie; en
- (ii) van enige verdere voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat weer tot die Nywerheid toetree nadat hy dit verlaat en die voordele ontvang het wat ingevolge klousule 4 (6) (a) hiervan betaalbaar is, moet by voorlegging van bewys van vorige lidmaatskap van die Fonds onmiddellik as lid van die Fonds toegelaat word maar moet geag word 'n nuwe lid te wees met ingang van die datum waarop hy weer tot die Nywerheid toetree; met dien verstande dat, as hy aan die Fonds die volle bedrag wat hy ontvang het toe hy die Nywerheid verlaat het, in kontant terugbetaal, die Bestuurskomitee die bevoegdheid besit om hom weer te krediteer met sy vorige tydperk as lid van die Fonds.

(k) 'n Lid wat weer by die Nywerheid in diens tree sonder dat 'n voordeel ingevolge klousule 4 (6) aan hom betaal is, verbeur onmiddellik sy reg op enige voordeel wat aan hom betaalbaar sou gewees het as hy nie aldus weer tot die Nywerheid toetree het nie en moet met sy vorige tydperk van lidmaatskap gekrediteer word.

(6) *Voordele.*—(a) Indien 'n lid die Nywerheid vir goed verlaat om 'n ander rede as dié genoem in paragrawe (b) en (c) hiervan, is hy op die volgende voordele geregtig:—

- (i) Indien die totale tydperk van sy bydraes hoogstens twee jaar beloop, die totale bedrag wat hy bygedra het;
- (ii) indien die totale tydperk van sy bydraes meer as twee jaar maar minder as drie jaar beloop, die totale bedrag wat hy bygedra het, plus 10 persent daarvan;
- (iii) indien die totale tydperk van sy bydraes meer as drie jaar maar minder as vier jaar beloop, die totale tydperk wat hy bygedra het, plus 17½ persent daarvan;
- (iv) vir elke daaropvolgende jaar wat hy bygedra het, 'n addisionele 7½ persent, met 'n maksimum van 100 persent;

en die totale bedrag moet drie maande nadat hy die Nywerheid verlaat het, betaal word; met dien verstande dat die Bestuurskomitee gelde wat aan lede verskuldig is, in paaiemente wat strek oor 'n tydperk van hoogstens ses kalendermaande, kan betaal indien jede dit verkies.

(b) Indien 'n lid die Nywerheid verlaat wanneer of nadat hy die aftreeleefdy bereik het of indien 'n lid verplig word om weens werkonvermoë af te tree voordat hy die aftreeleefdy bereik en die Bestuurskomitee daarvan oortuig is dat sodanige lid geheel en al nie daartoe in staat is om 'n bestaan in die Nywerheid te vind nie, moet hy aan sodanige lid voordele toestaan wat hoogstens die volle bedrag van sy eie en die werkgever se bydraes beloop.

(c) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys word dat 'n lid oorlede is, moet die Fonds 'n eensombedrag gelyk aan die totale bedrag van sy eie bydraes en die bydraes van sy werkgever, betaal aan 'n benoemde wat sodanige lid voor sy dood aangestel het, of aan die boedel van die afgestorwe lid. Ingeval die aangestelde benoemde reeds oorlede is wanneer die betaling van die voordeel verskuldig word, moet sodanige voordeel aan die boedel van die afgestorwe lid betaal word. Indien die benoemde 'n minderjarige is, moet die Bestuurskomitee die voordeel aan sodanige minderjarige se wettige voog betaal. Wanneer soortgelyke bewys gelever word van die afsterwe van 'n werknemer wat reeds afgetree het en wat 'n voordeel uit die Fonds ontvang het, moet die Fonds die verskil, as daar is, tussen die totale bedrag wat ooreenkomstig subklousule 4 (6) (a) of (b) bereken is en die totale bedrae wat alreeds aan die afgetrede lid betaal is, aan 'n benoemde of aan die boedel betaal soos in die voorafgaande paragraaf bepaal.

Die Bestuurskomitee moet skriftelik verwittig word van die aanstelling van 'n benoemde of van 'n verandering in verband met sodanige aanstelling of in die adres van sodanige benoemde. Indien die afgestorwe lid versuim het om, ooreenkomstig hierdie subklousule, die Bestuurskomitee skriftelik van die naam en adres van sy benoemde te verwittig, moet enige voordeel wat ingevolge hierdie subklousule verskuldig is, aan die boedel van sodanige afgestorwe lid betaal word.

(d) Indien 'n lid 'n voordeel ontvang het waarop hy nie kragtens die bepalings van hierdie Fonds geregtig is nie en indien die saak nie ooreenkomstig die bepalings van paragraaf (i) van klousule 4 (5) behandel is nie, moet hy die bedrag van die voordeel wat hy aldus ontvang het, aan die Fonds terugbetaal; met dien verstande dat, as die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om terugbetaling van die hele bedrag van die voordeel te eis, hy na sy goedvinde kan eis dat 'n kleiner bedrag terugbetaal word of sodanige lid kan vrystel van die terugbetaling van die hele bedrag.

(e) Behoudens die bepalings van hierdie subklousule, kan geen voordeel of reg op 'n voordeel afgestaan of oorgedra of op 'n ander manier gesedeer of verpand of verhipotekeer word nie en

judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the management committee so determine.

(f) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this sub-section shall not be reduced by reason of any payment that may be so made.

(g) On admission to the Fund a member shall submit a birth certificate or such other proof of age as is satisfactory to the management committee.

If any benefit due and payable, other than to a nominee appointed in terms of sub-clause (6) (c) of this clause, is not claimed within four years from the due date thereof, the management committee shall within three months of the expiration of the said period of four years, cause to be published in successive issues of an Afrikaans and an English language newspaper circulating in the Eastern Province, one of which shall be a newspaper circulating in the town in which the member to whom the benefit is due, was normally resident at the time such benefits became due, an advertisement stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of the Council, and of the trade union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds on which such claims are made.

The management committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund, provided, however, that the management committee shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make an *ex-gratia* payment from the funds of the Provident Fund to the person concerned. The Secretary shall send to the trade union aforesaid, the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

(7) *Finance.*—(a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the management committee may appoint.

(b) Any moneys not required to meet current payments shall be invested or lent out in securities, bills or loans issued or guaranteed by the State Government or any municipal or other local authority, in bonds or securities of a public board at the discretion of the management committee, which may vary such securities as it may from time to time determine.

(8) An accountant shall at such times as the management committee in its discretion may require, conduct investigations into the Fund, and a valuation of the liabilities of the Fund, and shall make a report thereon to the management committee and shall make recommendation for the declaration of a bonus or creation of a reserve for additional benefits.

(9) The management committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry, of such member.

(10) (a) The Secretary of the management committee shall, as soon as possible after the 31st December, each year prepare statements in a suitable manner showing the position of the Fund as at that date. The statements shall be audited by an auditor appointed by the management committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor's report shall be submitted to the Council.

of aan enige vorm van eksekusie onderwerp word nie, en as 'n lid poog op enige voordeel of reg op 'n voordeel af te staan, oor te dra of op 'n ander manier se seeder of te verpand of te verhipotekeer, kan die betaling van die voordele teruggehou, opgeskort of heeltemal gestaak word indien die Bestuurskomitee so bepaal.

(f) Niks in hierdie Ooreenkoms vervat, raak enigins die reg van 'n lid of sy afhanklikes om vergoeding of skadevergoeding ten opsigte van werkmans wat as gevolg van 'n ongeluk wat uit of in die loop van hul diens voorgekom het, beseer is of sterwend is, te eis nie; en die bedrag wat ingevolge hierdie subklousule betaalbaar is, word nie vanweë enige bedrag wat aldus betaal mag word, verminder nie.

(g) Wanneer 'n lid tot die Fonds toegelaat word, moet hy 'n geboortsertifikaat of ander ouderdomsbewys wat vir die Bestuurskomitee bevredigend is, voorleë.

Indien enige voordeel wat verskuldig en betaalbaar is, uitgesonderd dié verskuldig en betaalbaar aan 'n benoemde wat kragtens subklousule (6) (c) van hierdie klousule aangestel is, nie binne vier jaar vanaf die datum waarop dit verskuldig geword het, geëis word nie, moet die Bestuurskomitee binne drie maande na verstryking van genoemde tydperk van vier jaar in agterevolgende uitgawes van 'n Afrikaans- en 'n Engelstalige nuusblad wat in die Oostelike Provinsie gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die dorp waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was op die tyd toe sodanige voordele verskuldig geword het, 'n advertensie plaas wat lui dat 'n lys van alle persone wat nie hul voordele binne die tydperk van vier jaar soos hierbo gemeld, geëis het nie, in die kantoor van die Raad en van die vakvereniging wat 'n party by hierdie Ooreenkoms is, ter insae lê en dat alle belanghebbende persone aangesê word om eise vir sodanige voordele binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste keer verskyn het, in te dien en volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word.

Die Bestuurskomitee moet op die eerste vergadering na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg en aan enige persoon of persone wat eise op die manier hierin voorgeskryf, ingedien het, dié bedrae betaal wat hoogstens gelyk is aan die volle voordeel wat aan die lid verskuldig is, min die advertensiekoste (as hy dit dienstig ag). Indien geen eis deur of namens die persoon wie se naam op die lys voorkom, ingedien word nie, word alle voordele wat aan hom verskuldig is, aan die Fonds verbeur; met dien verstande egter dat die Bestuurskomitee enige eis wat deur sodanige werknemer ingedien word na verstryking van genoemde tydperk, moet oorweeg en na sy goedvinde 'n *ex gratia*-betaling uit die fondse van die Voorsorgfonds aan die betrokke persoon kan goedkeur. Die Sekretaris moet die lys wat hierin bedoel word, aan voornoemde vakvereniging stuur, en sodanige lys moet die naam en laasbekende werkplek van die lid en die voordeel wat verskuldig is, meld.

(7) *Finansies.*—(a) Die gelde wat die Fonds toekom, moet in 'n lopende of depositerekening in 'n bank of banke of bouvereniging of -verenigings gestort word, en alle tjeks moet onderteken word deur dié persone wat die Bestuurskomitee vir die doel mag aanstel.

(b) Alle gelde wat nie nodig is om lopende uitgawes te bestry nie, moet in effekte of lenings wat deur die staat of 'n munisipale of ander plaaslike owerheid uitgeskrif of gewaarborg word of in verbande of effekte van 'n openbare raad belê word na goedvinde van die Bestuurskomitee, wat sodanige effekte van tyd tot tyd mag wysig soos hy mag bepaal.

(8) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee na sy goedvinde mag bepaal, ondersoek instel na die Fonds en die laaste daarvan bepaal en 'n verslag daarvoor uitbring aan die Bestuurskomitee en 'n aanbeveling doen in verband met die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele voordele.

(9) Die Bestuurskomitee moet, as hy dit dienstig ag, 'n bonus verklaar wat op die aanbevelings van die rekenmeester gegrond is, en enige bonus aldus verklaar, moet in die rekenings van die bydraers gekrediteer word en is aan sodanige lede betaalbaar gelyktydig met en benewens die voordele voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms, of moet, as hy dit dienstig ag, 'n finansiële reserwe opbou vir die betaling van addisionele voordele aan lede wat verplig is om ingevolge klousule 4 (6) (b) uit die diens van die Nywerheid te tree. Sodanige addisionele voordele moet gegrond word op 'n formule wat deur die Raad goedgekeur is en wat verband hou met die dienstdoende van sodanige lid in die Nywerheid.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar op 'n geskikte manier state opstel wat die toestand van die Fonds op daardie datum weerspieël. Die state moet geauditeer word deur 'n ouditeur wat deur die Bestuurskomitee aangestel is en moet aan die Raad voorgelê word.

(b) Die geauditeerde gekonsolideerde state en die auditor se

(c) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

(11) *General*.—If an employee is transferred or promoted to an occupation the wages for which are not prescribed in the main Agreement, he shall cease to contribute to the Fund and shall be entitled to the benefits in terms of clause 4 (6) (a).

(12) *Liquidation*.—Upon the expiry of this Agreement, the Fund shall continue to be administered by the management committee, and in the event of the Agreement not being renewed or a subsequent Agreement not being negotiated within a period of six months from the date of expiry of this Agreement, the Fund shall be liquidated as though all members had left the Industry.

(13) Upon liquidation of the Fund, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the general funds of the Council.

(14) In the event of the Council being dissolved or ceasing to function at any prior to the expiration of the period of six months referred to in clause 4 (12) of this Agreement, the management committee or such other persons as the Registrar may designate in terms of section thirty-four (2) of the Act shall continue to administer the Agreement until the expiration of the aforementioned period, and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes. Provided, however, that any vacancy occurring on the committee may be filled by the Registrar from employers or employees in the Industry as the case may be so as to ensure an equality of employer and employee representatives and/or alternates in the membership of the committee. In the event of such committee being unwilling or unable to discharge its duties or a deadlock arising thereon which renders the Administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of a period of six months from the date of expiration of this Agreement the Fund shall be liquidated in the manner set forth in clause 4 (13) and if at the date of liquidation the affairs of the Council have already been wound up and any assets distributed the balance remaining in the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

5. AGENTS.

The Council shall appoint one or more persons as Agents to assist in giving effect to the terms of this Agreement. It shall be the duty of each employer to permit such persons to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

6. EXEMPTIONS.

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement to or in respect of person for any good or sufficient reason.

Signed at Port Elizabeth on behalf of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, on this 9th day of December, 1966.

MRS. C. M. S. GELVAN,
Chairman of the Council.

H. H. BERNSTEIN,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

(c) Alle uitgawes in verband met die administrasie van die Fonds moet teen die Fonds in rekening gebring word.

(11) *Algemeen*.—As 'n werknemer oorgeplaas word na of bevorder word tot 'n beroep waarvoor daar nie 'n loon in die Hoofdooreenkoms voorgeskryf word nie, hou hy op tot die Fonds by te dra en is hy geregtig op die voordele soos voorgeskryf in klousule 4 (6) (a).

(12) *Likwidasie*.—By die verstryking van hierdie Ooreenkoms moet die Bestuurskomitee aanhou om die Fonds te administreer, en ingeval die Ooreenkoms nie hernieu word nie of ingeval daar nie binne 'n tydperk van ses maande vanaf die datum van die verstryking van hierdie Ooreenkoms 'n nuwe Ooreenkoms aangegaan word nie, moet die Fonds gelikwedeer word asof die lede daarvan die Nywerheid verlaat het.

(13) By die likwidasie van die Fonds, moet die gelde waarmee die Fonds gekrediteer is nadat alle eise daarteen, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

(14) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer voor die verstryking van die tydperk van ses maande wat in klousule 4 (12) van hierdie Ooreenkoms bedoel word, moet die Bestuurskomitee of dié ander persone wat die Registrateur kragtens artikel vier-en-dertig (2) van die Wet mag aanwys, aanhou om die Ooreenkoms te administreer totdat voor- noemde tydperk verstryk, en die lede van die Komitee wat bestaan op die datum waarop die Raad aanhou om te funksio- neer of ontbind word, word vir sodanige doel geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat in die Komitee mag ontstaan, deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat daar eweveel werkgewers- en werknemersvertegenwoordigers en/of sekondusse in die Komitee is. Ingeval sodanige Komitee onwillig is of nie daartoe in staat is om sy pligte uit te voer nie of voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die Komitee. By die verstryking van 'n tydperk van ses maande vanaf die datum waarop hierdie Ooreenkoms verval, moet die Fonds gelikwedeer word op die manier soos in klousule 4 (13) voorgeskryf, en as die sake van die Raad op die datum van likwidasie reeds gelikwedeer en die bates daarvan verdeel is, moet die saldo wat in die Fonds bly staan, ooreenkomstig die bepaling van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

5. AGENTE.

Die Raad kan een of meer persone as agente aanstel om hom te help om uitvoering aan die bepaling van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting te betree en om dié navrae te doen en dié dokumente, boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek en dié persone te ondervra wat nodig mag wees ten einde vas te stel of die bepaling van hierdie Ooreenkoms nagekom word.

6. VRYSTELLINGS.

Die Raad mag voorwaardelik of op 'n ander manier en om 'n afdoende rede vrystelling van enigeen van die bepaling van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen.

Op hede die 9de dag van Desember 1966 te Port Elizabeth namens die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, onderteken.

MEV. C. M. S. GELVAN,
Voorsitter van die Raad.

H. H. BERNSTEIN,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

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