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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR.

No. R.628.]

[24th April, 1970.

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, 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 30th June, 1971, 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 30th June, 1971, 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

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID.

No. R.628.]

[24 April 1970.

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, 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 1971 eindig, bindend is vir die werkgever en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging 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 1971 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 landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeel-

District of Hankey which prior to the publication of Government Notice 1515 of 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 areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, 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.

M. VILJOEN,
Minister of Labour.

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 Turnwrights Chocolates and Sweets 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 subclause (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, 1971, 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;

te van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 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 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 1971 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH

OOREENKOMS

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

Turnwrights Chocolates and Sweets 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 daardie 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 alle werknemers wat lede van die vakvereniging is en in bogenoemde Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing op 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 ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal, en bly van krag vir die tydperk wat eindig op 30 Junie 1971 of dié ander tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„assistent-voorman” ’n werknemer wat ’n voorman by die uitvoering van sy pligte help, en wat tydens sy afwesigheid namens hom mag optree;

„assistent-voorvrou” ’n vroulike werknemer wat ’n voorvrou by die uitvoering van haar pligte help, en wat tydens haar afwesigheid namens haar mag optree;

„assistent-pakhuisopsigter” ’n werknemer, uitgesonderd ’n sendingsklerk en ’n arbeider, wat die pakhuisopsigter met die uitvoering van sy pligte help;

"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 19 of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956, as amended;

"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 Manufacturing Industry is carried on and which would be registrable under the Factories, Machinery and Building Work Act, 1941, as amended;

"experience" means in relation to—

(a) a sweetmaker, 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 fruits;

(f) crushing or cutting to size fruit 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;

„ketelbediener" 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil behou;

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

„klerk" 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig, asook 'n pakhuisopsigter, kassier, versendingsklerk en telefonis;

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

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

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

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

„kleedkameropsigter" 'n werknemer wat toesig hou oor 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere bêre, of oor sluitkaste waarin 'n werknemer sy besittings kan bewaar;

„ononderbroke diens" ononderbroke diens by dieselfde werkgever, met inbegrip van alle onderbroke dienstydperke van hoogstens drie maande op een keer;

„Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, geregistreer ingevolge artikel 19 van die Nywerheids-versoeningwet, 1937, en geag geregistreer te wees ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956, soos gewysig;

„versendingsklerk" 'n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, weeg en/of byeenbring van sodanige goedere, die nattel van pakkette en die adresseer daarvan;

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

„ondervinding", met betrekking tot—

(a) 'n lekkergoedmaker, handelsreisiger of algemene werker: Die totale tydperk of tydperke wat 'n werknemer onderskeidelik as lekkergoedmaker, handelsreisiger of algemene werker in diens was: Met dien verstande dat in die geval van 'n lekkergoedmaker met ondervinding as algemene werker, elke ses maande sodanige ondervinding geag word gelyk aan drie maande ondervinding as 'n lekkergoedmaker te wees: Voorts met dien verstande dat altesaam hoogstens 12 maande ondervinding as algemene werker kan tel as ondervinding as lekkergoedmaker;

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

„voorman" 'n werknemer wat toesig hou oor die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

„voorvrou" 'n vroulike werknemer wat onder toesig van 'n voorman of assistent-voorman toesig hou oor die vroulike algemene werknemers in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

„algemene werker" 'n werknemer wat een of meer van ondervermelde werksaamhede verrig:

(a) Neute, kakaoboontjies of ander grondstowwe skoonmaak en/of sorteer;

(b) kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook, sonder om verantwoordelikheid te aanvaar vir die graad van rooster of kook;

(c) die kiem uit kakaoboontjies wan of verwyder;

(d) 'n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wammansjien, breckmeul, vormmasjien of ander masjien bedien;

(e) neute of vrugte uitdop, ontpit, skil of droog;

(f) vrugte of ander grondstowwe fyndruk of volgens grootte sny;

(g) bestanddele afweeg (dog nie volgens 'n vaste skaal nie);

(h) voorafgemengde geursels ingiet;

(i) lekkergoed in vorms plaas, uit vorms haal, fatsoeneer, uitgiet en in styl plaas, dit weer uithaal of die styl daarvan verwyder;

(j) deeg, pasta of ander suiker- en/of sjokoladepreparate smelt, laat kristalliseer, trek, rol, sny en uitstempel;

- (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 workers, qualified," means a general worker who has had not less than fifteen months' experience;

"general workers, unqualified," means a general worker who has had less than fifteen 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;
- (p) placing packed articles of uniform size and number into containers specially made to contain them;

"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 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (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;

(k) indooop en bestryk;

(l) vrugte, neut en ander eetbare stowwe vermeng met of plaas in lekkergoedpreparate;

(m) kartondose maak;

(n) goedere verpak vir voorraad of versending, uitgesonderd die plasing van verpakte artikels van gelyke grootte en getalle in houters wat spesiaal gemaak is om hulle te bevat;

(o) bestelde goedere byeenbring en natel;

(p) etiketteer en/of toedraai;

(q) bereiding- of mengwerk doen wat nie by die werksaamhede in die woordomsyrywing van „arbeider” ingesluit is nie;

„algemene werker, gekwalifiseer” ’n algemene werker met minstens 15 maande ondervinding;

„algemene werker, ongekwalifiseer” ’n algemene werker met minder as 15 maande ondervinding;

„groepleier of spanopsigter” ’n vroulike werknemer wat onder toesig van ’n voorman of assistent-voorman, voorvrou of assistent-voorvrou, beheer uitoefen 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 voorwerpe optel, dra, verskuif of opstapel;

(b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, gerei of meubels skoonmaak of was;

(c) vuur maak of aan die brand hou;

(d) vuilgoed verwyder;

(e) briewe, boodskappe of goedere te voet of per fiets, driewiel of handvoertuig aflewer;

(f) laai of aflaai;

(g) kiste, bale of pakkette 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) houtkissies of riefelkartonhouters aanmekaarsit;

(k) raffineerders, roostermasjiene, wanmasjiene, meule en vormmasjiene vul en leegmaak, maar nie dié masjiene bedien nie;

(l) tee of dergelyke drankte maak;

(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 volgens ’n vaste skaal of maat afweeg of afmeet;

(p) verpakte artikels van gelyke grootte en getal in houters plaas wat spesiaal gemaak is om hulle te bevat;

„instandhouer” ’n werknemer, uitgesonderd ’n werktuigkundige, wat die masjinerie, installasies, meubels of ander uitrusting in stand hou;

„werktuigkundige” ’n geskoolde vakman of ambagsman; en vir die toepassing van hierdie woordomsyrywing beteken die uitdrukking „geskoolde vakman of ambagsman” iemand wat sy leertyd uitgedien het in ’n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aldus aangewys te wees, of wat in besit is van ’n vaardigheid-sertifikaat aan hom uitgereik deur die Registrateur van Vakleerlinge ooreenkomstig artikel 6 van die Wet op Opvoeding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ooreenkomstig of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

„motorvoertuig” ’n voertuig wat ontwerp of bedoel is om anders as deur mens of dier aangedryf te word en wat gebruik word vir die vervoer van goedere, uitgesonderd ’n handelsreisiger se monsters, of vir die vervoer van ’n handelsreisiger;

„motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordomsyrywing omvat „’n motorvoertuig bestuur” alle tydperke waarin bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee, en alle tydperke waarin hy verplig is om op sy pos te bly en hom gereed hou om te bestuur;

„nagskof” ’n werktydperk waarvan die grootste gedeelte tussen 9 nm. en 7 vm. val;

„’n masjien bedien” ook die versorging, aan- of afskakeling van die betrokke masjiene, asook vol- of leegmaak;

„deelydse motorvoertuigbestuurder” ’n werknemer wat altesaam hoogstens twee uur per dag ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordomsyrywing omvat „’n motorvoertuig bestuur” alle tydperke waarin bestuur word en alle tyd wat die bestuurder bestee aan die beheer van die voertuig of aan werk in verband met die voertuig of vrag;

"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;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"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 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
Foreman	32.00
Assistant foreman	28.00
Forewoman	23.00
Assistant forewoman	20.00
Group leader or team supervisor	13.50
Sweetmaker, qualified	31.00

„monsterjong" 'n werknemer wat 'n handelsreisiger op sy rondtes vergesel, hom help om sy monsters te verpak, uit te pak of te vertoon, en die motorvoertuig mag bestuur wat die handelsreisiger vir sy werk gebruik;

„korttyd" 'n tydelike vermindering van die getal gewone werke as gevolg van algeenme onklaarraking van installasie of masjinerie, of dreigende of naderende onbruikbaarheid van geboue as gevolg van 'n ongeluk of 'n ander onvoorziene noodtoestand, of 'n bedryfslapte of 'n grondstoftekort;

„pakhuisopsigter" 'n werknemer wat algemene beheer uitoefen oor voorraad of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n magazyn of pakhuis en/of die aflewering van goedere uit 'n magazyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending;

„lekkergoedmaker" 'n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd dat die bestanddele vir die eerste keer in die meng- of kookbakke of draaiende panne geplaas word, totdat die lekkergoedmassa gereed is om gesny, gefatsoeneer, volgens grootte gesorteer, toegedraai of andersins bewerk te word, of pangoedere gereed is om uit die panne verwyder te word, en/of, in die geval van sjokolade, vandat die boontjies begin bak totdat die sjokolade gereed is om gevorm, gegiet, toegedraai, vir indoop of bestryking aangewend, of andersins bewerk 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 woord enigins 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—

(a) die vervaardiging van alle kommoditeite of bestanddele wat gebruik word vir die vervaardiging van lekkergoed, as dit onderneem word deur die werkgewers en werknemers wat lekkergoed vervaardig; en

(b) alle werksaamhede wat meegebring word deur of voortspruit uit die vervaardiging van lekkergoed of van dié kommoditeite of bestanddele wat deur die werkgewers van sodanige werknemers onderneem word;

„handelsreisiger" 'n werknemer wat buite sy werkgewer se bedryfspersoneel bestellings werf of afhaal;

„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 soos aangegee in 'n lisensie of sertifikaat uitgereik ten opsigte van so 'n motorvoertuig of sleepwa deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„wag" 'n werknemer wat persele of ander eiendom bewaak;

„welsynsbeampte" 'n werknemer wat die houer is van 'n geldige eerstehulpertifikaat uitgereik deur enigeen van ondervermelde organisasies, naamlik:

(a) Die Rooikruisvereniging van Suid-Afrika;

(b) die St. John Ambulance Association;

(c) die Noodhulpiga van Suid-Afrika;

en wat verantwoordelik is vir 'n eerstehulpkamer;

„loon" daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werke in klousule 6 bepaal: Met dien verstande dat, as 'n werkgewer 'n werknemer vir sy gewone werke gereeld 'n hoër bedrag betaal as in klousule 4 voorgeskryf, dit sodanige hoër bedrag beteken.

4. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal is soos hieronder uiteengesit: Met dien verstande dat by die klassifikasie van 'n werknemer vir die toepassing van hierdie klousule, hy geag word tot dié klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is:

	Per week R
Voorman	32.00
Assistent-voorman	28.00
Voorvrou	23.00
Assistent-voorvrou	20.00
Groepleier of spanopsigter	13.50
Lekkergoedmaker, gekwalifiseer	31.00

	Per week R
Sweetmaker, unqualified:	
During the first six months' experience	12.50
During the second six months' experience	13.10
During the third six months' experience	13.60
During the fourth six months' experience	16.20
During the fifth six months' experience	16.70
During the sixth six months' experience	18.80
During the seventh six months' experience	20.90
During the eighth six months' experience	23.00
During the ninth six months' experience	24.80
During the tenth six months' experience	25.90
Clerical employee, male, qualified	24.80
Clerical employee, male, unqualified:	
During the first year of experience	9.70
During the second year of experience	12.50
During the third year of experience	15.40
During the fourth year of experience	18.30
During the fifth year of experience	21.20
Clerical employee, female, qualified	18.00
Clerical employee, female, unqualified:	
During the first year of experience	9.10
During the second year of experience	11.00
During the third year of experience	12.90
During the fourth year of experience	14.80
Assistant storeman	15.00
Welfare officer	16.00
Cloakroom attendant	11.60
Maintenance Man	18.20
Mechanic	35.00
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.	15.80
(ii) exceeds 6,000 lbs.	23.30
Part-time motor vehicle driver	9.70
Sample boy	10.10
Traveller, qualified	32.31
Traveller, unqualified:	
During the first year of experience	24.00
During the second year of experience	26.00
During the third year of experience	28.00
During the fourth year of experience	31.00
Boiler attendant	9.50
Watchman	9.50
General worker, qualified	11.10
General worker, unqualified:	
During the first three months of experience	8.55
During the next twelve months of experience	10.00
Putting on and taking off from the conveyor belt of a chocolate enrober, excluding the operating of the machine:	
During the first six months of experience	8.55
Thereafter	9.55
Labourer:	
(a) 18 years of age or over:	
During the first six months of employment	8.55
Thereafter	9.05
(b) Under 18 years of age:	
During the first six months of employment	7.80
Thereafter	8.30
Casual Labourer:	
For each day or part of day of employment, one-fifth of the maximum wage prescribed for a labourer.	

(2) Notwithstanding the provisions of subclause (1), the minimum wages which shall be paid by an employer to the undermentioned class of employees shall be the wages prescribed in subclause (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 subclause (4) and in clause 5 (6), an employee shall be paid in respect of any week not less than the full weekly wage prescribed in subclause (1) or (2) 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.

	Per Week R
Lekkergoedmaker, ongekwalifiseer:	
Gedurende eerste ses maande ondervinding	12.50
Gedurende tweede ses maande ondervinding	13.10
Gedurende derde ses maande ondervinding	13.60
Gedurende vierde ses maande ondervinding	16.20
Gedurende vyfde ses maande ondervinding	16.70
Gedurende sesde ses maande ondervinding	18.80
Gedurende sewende ses maande ondervinding	20.90
Gedurende agste ses maande ondervinding	23.00
Gedurende negende ses maande ondervinding	24.80
Gedurende tiende ses maande ondervinding	25.90
Klerk, manlik, gekwalifiseer	24.80
Klerk, manlik, ongekwalifiseer:	
Gedurende eerste jaar ondervinding	9.70
Gedurende tweede jaar ondervinding	12.50
Gedurende derde jaar ondervinding	15.40
Gedurende vierde jaar ondervinding	18.30
Gedurende vyfde jaar ondervinding	21.20
Klerk, vroulik, gekwalifiseer	18.00
Klerk, vroulik, ongekwalifiseer:	
Gedurende eerste jaar ondervinding	9.10
Gedurende tweede jaar ondervinding	11.00
Gedurende derde jaar ondervinding	12.90
Gedurende vierde jaar ondervinding	14.80
Assistent-pakhuisopsigter	15.00
Welsynsbeampte	16.00
Kleedkameropsigter	11.60
Instandhouer	18.20
Werktuigkundige	35.00
Motorvoertuigbestuurder:	
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	15.80
(ii) meer as 6,000 lb. is	23.30
Deeltydse motorvoertuigbestuurder	9.70
Monsterjong	10.10
Handelsreisiger, gekwalifiseer	32.31
Handelsreisiger, ongekwalifiseer:	
Gedurende eerste jaar ondervinding	24.00
Gedurende tweede jaar ondervinding	26.00
Gedurende derde jaar ondervinding	28.00
Gedurende vierde jaar ondervinding	31.00
Ketelbediener	9.50
Wag	9.50
Algemene werker, gekwalifiseer	11.10
Algemene werker, ongekwalifiseer:	
Gedurende eerste drie maande ondervinding	8.55
Gedurende die volgende 12 maande ondervinding	10.00
Werknemer wat die volgende werk verrig: Die plasing op en afneem van 'n vervoerband van 'n sjokolade-omkleër, maar nie die masjien bedien nie:	
Gedurende die eerste ses maande ondervinding	8.55
Daarna	9.55
Arbeider:	
(a) 18 jaar of ouer:	
Gedurende eerste ses maande diens	8.55
Daarna	9.05
(b) Jonger as 18 jaar:	
Gedurende eerste ses maande diens	7.80
Daarna	8.30
Los arbeider:	
Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die maksimum loon soos vir 'n arbeider voorgeskryf.	

(2) Ondanks die bepalings van subklousule (1), is die minimum loon wat ondergenoemde klasse werknemers van hulle werkgever moet ontvang, die lone in subklousule (1) voorgeskryf, plus die bedrae wat in aanhangsel A van hierdie Ooreenkoms uiteengesit word:

- (i) Werknemers wat drie jaar ononderbroke diens aan dieselfde werkgever gelewer het, dog wie se ononderbroke diens hoogstens vyf jaar beloop;
- (ii) werknemers wat vyf jaar ononderbroke diens aan dieselfde werkgever gelewer het, dog wie se ononderbroke diens hoogstens 10 jaar beloop;
- (iii) werknemers wat 10 jaar ononderbroke diens aan dieselfde werkgever gelewer het, dog wie se ononderbroke diens hoogstens 15 jaar beloop;
- (iv) werknemers wat 15 jaar of langer ononderbroke diens aan dieselfde werkgever gelewer het.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los arbeider, op 'n weeklikse grondslag, en behoudens die bepalings van subklousule (4) en klousule 5 (6), moet 'n werknemer ten opsigte van iedere week minstens die volle weekloon betaal word soos in subklousule (1) of (2) vir 'n werknemer van sy klas voorgeskryf word, ongeag of hy gedurende daardie week die maksimum getal gewone werke, soos in klousule 6 (1) voorgeskryf of minder gewerk het.

(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 subclause (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 a 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 subclause (1) or (2) 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 subclause (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 subclause (1) or (2), based on experience or sex, the provisions of this subclause 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 subclause (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—

(i) 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 extending over a night; or
- (ii) paid by his employer a subsistence allowance of not less than R2.25 for each night where such period of absence extends over one or more nights;

provided that for the purpose of this paragraph the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.;

(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) a sample boy shall be paid a subsistence allowance 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 an employee in terms of subclause (7) (a) and (b), shall be paid by his employer within seven days of the employee's written claim therefor; provided that the employee shall submit such claim within one month of entitlement but shall submit not more than one claim in any one week.

(9) Notwithstanding anything to the contrary contained in this agreement an employee, who on the date on which this agreement comes into force, is in receipt of a wage higher than that prescribed for the class of work on which he is engaged, shall be paid an additional amount of remuneration equivalent to the difference between the wage prescribed in the agreement published under *Government Notice No. R.1196* dated 12th July, 1968, and the wage prescribed in this agreement for the class of work on which he is employed.

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, other than a casual labourer, shall be paid in cash weekly, or monthly if the employer or employee have agreed thereto, in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment, if this takes

(4) *Nagskofbesoldiging.*—'n Werknemer wat nagskof werk, uitgesonderd 'n wag of 'n werknemer wie se teenwoordigheid snags nodig is in verband met die koelinstallasie of die ontwikkeling van stoom of elektrisiteit, moet vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens die besoldiging soos in subklousules (1) of (2) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf, gedeel deur 44, plus 20 persent, ontvang.

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

- (a) 'n hoër loon as dié vir sy eie klas; of
- (b) 'n stygende loonskaal wat op 'n hoër loon as dié vir sy eie klas eindig,

in subklousules (1) of (2) van hierdie klousule voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop sodanige werk verrig word, soos volg vergoed:

- (i) In die geval in paragraaf (a) genoem, een-vyfde van dié hoër loon;
- (ii) in die geval in paragraaf (b) genoem, een-vyfde van die loon in subklousules (1) of (2) vir 'n werknemer van sy klas voorgeskryf, plus 20 persent:

Met dien verstande dat as die enigste verskil tussen klasse ingevolge subklousule (1) of (2) op onderverdeling of geslag berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van daardie loon bereken word teen vier en 'n derde maal die loon wat in subklousules (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 (2) voorgeskryf word—

- (a) moet 'n handelsreisiger—

(i) wat in die loop van 'n reis wat ter uitvoering van sy pligte onderneem word, vir 'n tydperk van langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

- (i) deur sy werkgever vergoed word vir alle koste wat redelikerwys deur hom aangegaan word vir etes en tee wat hy nuttig gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of
- (ii) deur sy werkgever 'n verblyftoelae van minstens R2.25 betaal word vir elke nag, indien sodanige tydperk van afwesigheid oor een of meer nagte strek:

Met dien verstande dat die uitdrukking „nag” vir die toepassing van hierdie paragraaf, die tydperk tussen 11 uur nm. en 4 uur vm. beteken;

(2) wat sy werkgever se motorvoertuig gebruik of wat per trein of 'n ander voertuig, uitgesonderd sy eie, moet reis, deur sy werkgever alle redelike vervoerkoste vergoed word wat hy by die uitvoering van sy pligte aangaan, en vir die toepassing van hierdie paragraaf word die stalling van 'n motorvoertuig oornag in 'n motorhuis, geag vervoerkoste te wees;

(3) wat self 'n motorvoertuig vir die uitvoering van sy pligte moet of mag voorsien, deur sy werkgever 'n omvattende reistoelae betaal word van minstens ses en 'n half sent vir elke myl wat hy in die loop van sy pligte in sodanige voertuig afleë;

- (b) moet 'n monsterjong 'n verblyftoelae van minstens 50 sent betaal word ten opsigte van elke nag wat in die loop van 'n reis elders deurgebring word as by die handelsreisiger se hoofkwartier.

(8) Alle toelae en onkoste wat ingevolge subklousule (7) (a) en (b) aan 'n werknemer betaal moet word, moet binne sewe dae na die werknemer se skriftelike eis daarom deur sy werkgever betaal word: Met dien verstande dat die werknemer sodanige eis moet instel binne een maand nadat hy daarop geregtig geword het, dog hoogstens een eis in 'n bepaalde week instel.

(9) Ondanks andersluidende bepalinge in hierdie ooreenkoms, moet 'n werknemer wat op die datum waarop hierdie ooreenkoms in werking tree, 'n hoër loon ontvang as dié voorgeskryf vir die klas werk wat hy verrig, 'n bykomende bedrag besoldig word, gelyk aan die verskil tussen die loon voorgeskryf in die ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1196 van 12 Julie 1968 en die loon in hierdie ooreenkoms voorgeskryf vir die klas werk wat hy verrig.

5. BETALING VAN BESOLDIGING

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalinge van klousules 4 (8) en 7 (3), moet 'n bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks of, as die werkgever en werknemer skriftelik aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkeur op die gewone betaaldag van die bedryfsinrigting of

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 hours, overtime hours and night shift hours worked, the remuneration due and the period in respect of which payment is made, and the remuneration due in respect of any work performed on a Sunday.

(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, provided this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

(5) *Board and Lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, and the Bantu Labour Act, 1964, 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, membership of which is not compulsory in terms of any agreement of the Council;

(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 is legally or by any order of any competent court 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 the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

(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 of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or Republic Day of 1971 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 Bantu (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
Board	R 0.30	R 1.30
Lodging	0.20	0.87
Board and Lodging	0.50	2.18

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

(h) deductions in terms of clause 23.

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;

by diensbeëindiging as dit voor die gewone betaaldag geskied, en moet dit in 'n kovert of ander houer wees waarop die volgende besonderhede voorkom: Die werkgewer en werknemer se name, die werknemer se beroep, die getal gewone, oortyd- en nagskofure gewerk, die besoldiging wat verskuldig is, die tydperk ten opsigte waarvan die betaling geskied en die besoldiging wat verskuldig is ten opsigte van werk wat op 'n Sondag verrig is.

(2) *Los arbeider*.—'n Werkgewer moet die besoldiging wat aan 'n los arbeider verskuldig is, by diensbeëindiging in kontant betaal.

(3) *Premies*.—Geen bedrag mag, hetsy regstreeks of onregstreeks, aan 'n werkgewer betaal word of deur hom ontvang word nie ten opsigte van die diens of opleiding van 'n werknemer: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe 'n werkgewer wetlik verplig is om by te dra nie.

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

(5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoe-arbeid 1964, mag 'n werkgewer nie van 'n werknemer vereis om by hom of by 'n persoon of plek aangewys deur hom, etes te neem en/of in te woon nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes opleë en geen bedrae van sy besoldiging aftrek nie, uitgesonderd—

(a) met die skriftelike toestemming van sy werknemer, aftrekkings vir 'n verlof, siekte, versekerings-, voorsorg- of pensioenfonds, waarvan die lidmaatskap nie verpligtend is ingevolge 'n ooreenkoms van die Raad nie;

(b) behoudens klousule 8, wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van die werk wegbly of weens 'n ongeluk of siekte afwesig is, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;

(c) bedrae wat 'n werkgewer regtens 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) wanneer die gewone werkure soos in klousule 6 (1) voorgeskryf weens korttyd verminder word, ten opsigte van elke uur van dié vermindering, 'n aftrekking van een vier-veertigste van die weekloon voorgeskryf in klousule 4 (1) of (2): Met dien verstande dat as werk gestaak word as gevolg van omstandighede buite 'n werknemer se beheer, die werkgewer aan so 'n werknemer 'n minimum van 35 werkure per week, of besoldiging in plaas daarvan, moet waarborg: Voorts met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd wat ontstaan uit 'n tydelike handelslapse of 'n tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens 24 uur kennis gee van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd as gevolg van 'n algemene ineenstorting van geboue of onklaarraking van installasies of masjinerie weens 'n ongeluk of 'n ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer sy werknemer op die vorige dag kennis gee van dat geen werk beskikbaar sal wees nie;

(e) vir elke openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte- en Kersdag of Republiekdag in 1971, waarop 'n werknemer toegelaat word om nie te werk nie, 'n aftrekking van een-veertigste van die weekloon wat hy onmiddellik voor so 'n openbare vakansiedag ontvang het;

(f) waar 'n werknemer instem of daar van hom ingevolge die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, vereis word om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:

	Per week	Per maand
Etes	R 0.30	R 1.30
Huisvesting	0.20	0.87
Etes en huisvesting	0.50	2.18

(g) bydraes ter bestryding van die Raad se uitgawes ingevolge klousule 18;

(h) aftrekkings ingevolge klousule 23.

6. GEWONE EN OORTYDWERKURE EN BETALING VIR OORTYDWERK

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

(i) 44 uur per week van Maandag tot en met Vrydag;

(ii) 9 uur op 'n bepaalde dag;

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 subclause (3) and (4), all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or week in subclause (1) and (2) 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 60 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 of that day.

(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; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(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) The provisions of this clause shall not apply—

- (1) to a traveller or a sample boy;
- (2) to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment; provided that—
 - (i) he makes no deductions from his watchman's wage in respect thereof;
 - (ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(11) The provisions of subclauses (3), (4), (5) and (7) 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 subclause (2), an employer shall grant to his employee, other than a casual labourer, in respect of each completed period of 12 months' employment with him—

Met dien verstande dat geen vroulike werknemer toegelaat mag word om—

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

(2) Die gewone werkure van 'n los arbeider is hoogstens agt uur per dag.

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

- (a) as so 'n pouse langer as een uur duur, 'n tydperk van langer as 'n uur en 'n kwart geag moet word deel van die gewone of oortydwerkure uit te maak, na gelang van die geval;
- (b) werktydperke onderbreek deur 'n pouse van minder as een uur geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgewer moet aan elke van sy werknemers, uitgesonderd 'n nagwag, wat in of by sy bedryfsinrigting in diens is, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

waarin daar nie van werknemers vereis of hulle nie toegelaat mag word om te werk nie, en dié pouse word geag deel van die gewone werkure te wees.

(5) *Werkure moet aaneenlopend wees.*—Behoudens subklousules (3) en (4), moet alle werkure aaneenlopend wees.

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

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

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

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

- (i) vir langer as twee uur op 'n bepaalde dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as sestig dae in 'n bepaalde jaar;
- (iv) na voltooiing van haar gewone werkure vir meer as een uur op 'n bepaalde dag, tensy hy so 'n werknemer voor 12-uur middag kennis daarvan gegee het nie.

(8) *Oortydbetaling.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd wat hy gewerk het, besoldiging betaal wat minstens gelyk is aan een en een-derde keer sy gewone besoldiging: Met dien verstande dat waar oortyd wat op 'n daaglikse grondslag bereken is, in 'n bepaalde week verskil van oortyd wat op 'n weeklikse grondslag bereken is, die grondslag aanvaar moet word wat die grootste bedrag vir oortydwerk gedurende daardie week oplewer.

(9) *Maaltyd moet verskaf word.*—'n Werkgewer moet aan 'n werknemer van wie vereis word om na 6.30 nm. oortyd te werk, 'n toereikende maaltyd verskaf of in plaas daarvan minstens 15 sent aan so 'n werknemer betyds betaal om hom in staat te stel om 'n maaltyd te bekom voor die oortydwerk moet begin.

(10) Die bepalinge van hierdie klousule is nie van toepassing nie op—

- (1) 'n handelsreisiger of monsterjong;
- (2) 'n wag wie se werkgewer hom 'n vry tydperk van 24 agtereenvolgende ure toestaan ten opsigte van elke week diens: Met dien verstande dat—
 - (i) hy geen bedrae van sy wag se loon ten opsigte daarvan mag aftrek nie; of
 - (ii) 'n werkgewer, in plaas daarvan om so 'n vry tydperk aan sy wag toe te staan, so 'n wag die loon mag betaal wat hy sou ontvang het as hy nie gedurende so 'n tydperk gewerk het nie, plus 'n bedrag wat minstens gelyk is aan twee maal sy dagloon ten opsigte van so 'n tydperk wat nie toegestaan is nie.

(11) Die bepalinge van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n werknemer wat noodsaaklike werk verrig wat voortspruit uit die onklaarraking van installasies of masjinerie of 'n ander onvoorsiene noodtoestand of in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende die gewone werkure verrig kan word nie of herstelwerk aan geboue wat nie verrig kan word terwyl masjinerie aan die gang is nie.

7. JAARLIKSE VERLOF

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

- (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 referred to 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 referred to 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 subclause (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, 1967;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant Christmas Day or Republic Day of 1971 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 subclause (1) 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 subclause (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 subclause (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 subclause (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 subclause (1), 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 subclause (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—
- (a) is absent on leave in terms of subclause (1) of this clause;
- (b) undergoes military training in pursuance of the Defence Act, 1967;
- (c) is absent from work on the instructions or at the request of his employer;
- (d) is absent on sick leave in terms of clause 8 (6) (ii);
- 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) The fund known as the Sweet Industry Sick Benefit Fund established in terms of the agreement published under Government Notice R.1196 of 12th July, 1968 (hereinafter referred to as "the Fund") is hereby continued.
- (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 and including that portion of the Magisterial District of Hankey, which prior to the publication of Government Notice

- (a) in die geval van 'n handelsreisiger, monsterjong en wag, 22 agtereenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, 15 agtereenvolgende kalenderdae verlof,
- toestaan en aan so 'n werknemer die volgende betaal:
- (i) In die geval van 'n werknemer in (a) bedoel, minstens drie en een-vyfde keer die weekloon waarop hy geregtig is met ingang van die eerste dag van die aanvang van die verlof; en
- (ii) in die geval van 'n werknemer in (b) bedoel, minstens twee en een-vyfde keer die weekloon waarop hy geregtig is met ingang van die eerste dag van die aanvang van die verlof.
- (2) Die verlof in subklousule (1) van hierdie klousule bedoel, moet toegestaan word op 'n tyd wat die werkgewer vasstel: Met dien verstande dat—
- (i) behoudens paragraaf (v), as dié verlof nog nie toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die jaar diens waarop dit betrekking het;
- (ii) dié verloftydperk nie mag saamval nie met siekteverlof of 'n tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1967, ondergaan;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag of Republiekdag in 1971 binne dié verloftydperk val, nog 'n dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk met volle besoldiging;
- (iv) 'n werkgewer 'n dag geleentheidsverlof met volle besoldiging wat op sy werknemer se skriftelike versoek gedurende die diensjaar waarop die jaarlikse verloftydperk betrekking het, aan sy werknemer toegestaan is, mag aftrek van so 'n verloftydperk;
- (v) 'n werkgewer en sy arbeider skriftelik mag ooreenkom dat jaarlikse verlof oploop oor 'n diens tydperk van hoogstens twee agtereenvolgende jaar.
- (3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) bedoel, moet betaal word op die laaste werkdag voor die aanvangsdatum van dié verlof.
- (4) 'n Werknemer wie se dienskontrak gedurende 'n tydperk van 12 maande diens by dieselfde werkgewer beëindig word voor die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie tydperk opgeloo het, moet, by dié beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooië maand van dié diens tydperk, minstens die volgende betaal word:
- (a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, een-twaalfde van sy totale besoldiging vir drie weke en een dag;
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een-twaalfde van sy totale besoldiging vir twee weke en een dag.
- (5) 'n Werknemer wat op 'n verloftydperk kragtens subklousule (1) geregtig geword het en wie se dienskontrak beëindig word voordat dié verlof toegestaan is, moet by dié diensbeëindiging ten opsigte van dié verlof die bedrag bedoel in subklousules (1) en (4) van hierdie klousule betaal word.
- (6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—
- (a) ingevolge subklousule (1) van hierdie klousule met verlof afwesig is;
- (b) ingevolge die Verdedigingswet, 1967, militêre opleiding ondergaan;
- (c) op las of versoek van sy werkgewer van sy werk af wegbly;
- (d) ingevolge klousule 8 (6) (ii) met siekteverlof afwesig is;
- en word dit geag ten begin met ingang van die datum waarop die werknemer tot sy werkgewer se diens toetree of met ingang van die datum waarop hy laas op jaarlikse verlof geregtig geword het, nl. die jongste datum.
- (7) Die verloftydperk mag nie saamval met 'n tydperk van siekteverlof ten opsigte waarvan 'n werknemer op siektebesoldiging ingevolge klousule 8 (6) (ii) geregtig is of met 'n tydperk waarin daar van 'n werknemer vereis word om militêre opleiding te ondergaan nie.

8. SIEKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID

- (1) Die fonds wat bekend staan as die Siektebystandsfonds van die Lekkergoednywerheid, ingestel ingevolge die bepalinge van die ooreenkoms gepubliseer by *Goewermentskennisgewing* R.1196 van 12 Julie 1968 (hierna die „Fonds” genoem), word hierby voortgesit.
- (2) Die doel van die Fonds is om in tyd van siekte, mediese, farmaseutiese en siektebystand te verleen aan werknemers in die Lekkergoednywerheid in die landdrosdistrik Port Elizabeth, met inbegrip van daardie deel van die landdrosdistrik Hankey wat

No. 1515 of the 4th October, 1963, fell within the said District 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 Secretary for Labour.

(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, 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 subclause (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 pay in terms of this clause, the balance remaining to the credit of the contributor shall be increased by eight hours for each further contribution until the maximum of 416 hours is reached.

(ii) Subject to the provisions of subclause (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 second 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;

voor die publikasie van *Goewermentskennisgewing* No. 1515 van 4 Oktober 1963 in genoemde distrik geval het, vir wie daar in hierdie Ooreenkoms lone voorgeskryf word.

(3) Die Fonds word geadminestreer deur die Raad, wat die reëls vir die administrasie van die Fonds opstel, wysig of verander. Kopieë van die reglement en all wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Alle werknemers vir wie daar in hierdie Ooreenkoms lone voorgeskryf word, moet lede van die Fonds word en in onderstaande 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, dog minder as R12 per week voorgeskryf word;
- Groep 3.—Werknemers vir wie 'n loon van minstens R12, dog minder as R13.20 per week voorgeskryf word;
- Groep 4.—Werknemers vir wie 'n loon van minstens R13.20, dog 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, dog minder as R21.76 per week voorgeskryf word;
- Groep 7.—Werknemers vir wie 'n loon van minstens R21.76, dog minder as R23.96 per week voorgeskryf word;
- Groep 8.—Werknemers vir wie 'n loon van minstens R23.96, dog 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 onderstaande bedrae, hierna „bydraes” genoem, van die loon van elke werknemer aftrek:

- Groep 1.—8 sent;
- Groep 2.—11 sent;
- Groep 3.—15 sent;
- Groep 4.—18 sent;
- Groep 5.—20 sent;
- Groep 6.—23 sent;
- Groep 7.—25 sent;
- Groep 8.—28 sent;
- Groep 9.—30 sent;

en die werkgever moet ten opsigte van elke werknemer onderstaande bedrae by die bedrae voeg wat aldus afgetrek word:

- Groep 1.—17 sent;
- Groep 2.—17 sent;
- Groep 3.—23 sent;
- Groep 4.—26 sent;
- Groep 5.—34 sent;
- Groep 6.—40 sent;
- Groep 7.—44 sent;
- Groep 8.—47 sent;
- Groep 9.—51 sent.

(b) Die totale bedrag wat ingevolge paragraaf (a) ingevorder is, vergesel van 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf, moet voor of op die sewende dag van elke maand deur elke werkgever aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth gestuur word.

(6) *Siektebesoldiging* (a) (i).—Behoudens die bepalings van subklousule (8), is bystand vir agt uur ten opsigte van elke bydrae aan die bydraer verskuldig, tot 'n maksimum van 416 uur: Met dien verstande dat wanneer die getal ure wat opgeloopt het, deur die betaling van siektebesoldiging ingevolge hierdie klousule verminder word, die saldo wat in die kredit van die bydraer oorbly, ten opsigte van elke verdere bydrae met agt uur vermeerder moet word, totdat die maksimum van 416 uur bereik is.

(ii) Behoudens die bepalings van subklousule (10) (b), moet die Raad wanneer hy 'n sertifikaat van 'n werknemer ontvang wat uitgereik is deur 'n mediese beampte deur die Raad aangestel, en waarin vermeld word dat daardie werknemer weens siekte nie in staat is om sy werk te verrig nie, met ingang van die tweede werkdag na aanmelding by die mediese beampte, ten opsigte van die groep waarin daardie werknemer laas bygedra het, vir elke uur afwesigheid gedurende die gewone week, siektebesoldiging aan hom betaal, en wel teen die volgende skaal:

- 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;

provided that—

- (a) in the event of an employee being absent for three 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 subclause (6) (a) (i) 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;
 - (g) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941, as amended;
 - (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, 1966, 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.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacist appointed by the Council.

(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 established 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 subclause (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 subclause 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 this clause.

Notwithstanding anything to the contrary contained in this 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

Met dien verstande dat—

- (a) indien 'n werknemer drie agtereenvolgende werkdae of langer afwesig is, hy boonop siektebesoldiging ontvang ten opsigte van die getal werke wat hy gedurende die eerste drie dae afwesigheid verloor het;
- (b) elke sertiikaat wat deur 'n mediese beampte uitgereik word, 'n geldigheidsduur van sewe dae vanaf die datum van uitreiking het; Met dien verstande dat die Raad, in die geval van 'n langdurige siekte, vir sodanige langer tyd as wat hy mag bepaal, die sertiikaat kan aanvaar van een van die mediese beamptes wat deur die Raad aangestel is;
- (c) geen bedrag betaalbaar is vir meer as die getal ure wat ingevolge subklousule (6) (a) (i) opgehoop het nie;
- (d) die uitruiking „uur” 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) as hy nie weens siekte van die werk afwesig was nie;

En voorts met dien verstande dat geen siektebystand betaal word nie—

- (e) aan 'n werknemer wie se siekte, ongesteldheid of kwaal na die Raad se mening toe te skryf is aan wangedrag of onmatige gebruik van bedwelmdende drank of verdovingsmiddels;
 - (f) ten opsigte van besoldigde vakansiedae soos in hierdie ooreenkoms bepaal, of ten opsigte van dié gedeelte van die jaarlikse verlof waarvoor 'n werknemer verlofbesoldiging kragtens klousule 7 ontvang;
 - (g) vir 'n siekte waarvoor 'n werknemer kragtens die Ongevallewet, 1941, soos gewysig, skadeloosstelling ontvang;
 - (h) ten opsigte van bevallings in die tydperk van vier weke voor en agt weke na die datum van die bevalling, naamlik dié tydperk waarin 'n bydraer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, op bystand geregtig is;
 - (i) vir 'n tydperk waarin 'n werknemer kragtens die Werkloosheidsverzekeringwet, 1966, soos gewysig, op bystand geregtig is.
- (iii) Elke werkgewer moet voor of op die sewende dag van elke maand by die Raad 'n opgawe in tweevoud indien vir die voorafgaande kalendermaand, waarop die volle name verskyn van die werknemers wat gedurende die voorafgaande maand weens siekte van hul werk afwesig was, asook hul groepe en die getal dae wat hulle afwesig was.

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

- (i) algemene mediese behandeling, uitgesonderd kraambehandeling, deur een van die mediese beamptes wat deur die Raad aangestel is (hierna die mediese beampte genoem);
- (ii) insputtings, uitgesonderd inenting en immuniserings, wat deur die mediese beampte toegedien word;
- (iii) operasies en spesialisbehandeling op aanbeveling van die mediese beampte, tot 'n maksimum van R40 (veertig rand) gedurende 'n bepaalde kalenderjaar: Met dien verstande dat dit nie behandeling insluit vir beserings wat uit 'n werknemer se deelname aan sport voortspruit nie;
- (iv) medisyne, salf, verbande en wasmiddels, verkry van 'n apteek wat deur die Raad aangewys is, op grond van 'n voorskrif deur die mediese beampte onderteken.

Die koste van mediese behandeling en farmaseutiese middels moet deur die Raad betaal word na indiening van bevredigende rekenings van die mediese beampte en apteker deur die Raad aangewys.

(7) Elke werknemer moet voor indiensneming in die Nywerheid, 'n mediese ondersoek deur een van die mediese beamptes en 'n X-straalondersoek by die miniatuur X-straalinstallasie by die Noordeinde-kliniek, Port Elizabeth, ondergaan, en die Raad mag, na goedvinde, van iedere werknemer wat in die Nywerheid in diens is, vereis dat hy een keer per jaar 'n X-straalondersoek by die miniatuur X-straalinstallasie by die Noordeinde-kliniek, Port Elizabeth, ondergaan.

(8) Geen bydraer is geregtig op bystand kragtens subklousule (6) voordat hy 13 weke lank bydraes betaal het nie, en geen bystand word betaal met ingang van die dag waarop die bydraer die Nywerheid verlaat nie. Indien 'n bydraer die bystand wat ingevolge subklousule (6) (a) aan hom betaal moet word, ten volle opgebruik het, moet hy nog 13 weke bydra voordat hy op verdere bystand aanspraak kan maak.

(9) *Identifikasiekaarte.*—(a) Aan elke bydraer moet, nadat hy 13 weke bygedra het, 'n identifikasiesertiikaat uitgereik word, in dié vorm gedruk soos van tyd tot tyd deur die Raad voorgeskryf.

Hierdie kaart moet deur sy werkgewer onderteken word en moet 'n sertiikaat van die werkgewer bevat waarin vermeld word dat die werknemer 'n bydraer is en ingevolge hierdie klousule op mediese en farmaseutiese bystand geregtig is.

Onlangs andersluidende bepalings in hierdie ooreenkoms, is geen bydraer geregtig op mediese of farmaseutiese bystand nie, tensy hy 'n identifikasiekaart besit wat ooreenkomstig hierdie subklousule behoorlik onderteken en ingevul is, en wat hy aan die mediese beampte of apteker aangewys deur die Raad, toon,

identification card duly signed and completed in terms of this subclause, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this clause, unless such person produces to such medical officer or pharmacist an identification card as provided for in this subclause.

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

(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).

(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 a copy thereof shall be sent to the Secretary for Labour, 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 made by cheque drawn 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 cease to be binding for any 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 subclause (10) (g) of this clause, the Fund shall be liquidated after any agreement which is in operation has expired and has not been renewed within twelve months after date of such expiry or has not been superseded by a similar agreement negotiated within that period, or, in the event of the Council becoming de-registered and any agreement which is in operation at the time of such de-registration has expired.

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 34 (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. If there is no Council in existence 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 subclause 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 34 (4) of the Act as if it formed part of the General Funds of the Council.

en geen mediese beampte of apteker mag ingevolge hierdie klousule mediese behandeling aan 'n persoon gee of farmaseutiese produkte aan hom uitreik nie, tensy sodanige persoon 'n identifikasiekaart soos in hierdie subklousule voorgeskryf, aan sodanige mediese beampte of apteker toon.

(b) Indien 'n bydraer sy identifikasiekaart sou verloor, moet hy by die Raad aansoek doen om uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 10 sent ten opsigte daarvan.

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

(d) Indien die werknemer binne 13 weke vanaf die datum van diensbeëindiging, opnuut 'n betrekking in die Lekkergoednywerheid aanvaar, moet die werkgever ingevolge paragraaf (a) onmiddellik 'n nuwe kaart aan hom uitreik.

(10) *Geldelike beheer.*—(a) Alle gelde wat in die Fonds inbetaal word moet in 'n spesiale rekening gestort word wat op naam van die „Siektebystandsfonds van die Lekkergoednywerheid” by 'n bank geopen moet word wat deur die Raad goedgekeur is.

(b) Bystand word gestaak wanneer die batige saldo van die Fonds benede R200 daal, en mag nie hervat word alvorens die batige saldo weer die R400-korf bereik het nie.

(c) Die Sekretaris moet so gou doenlik na 31 Desember elke jaar 'n staat opstel waarin die geld ontvang en besonderhede van die uitgawes gedurende die 12 maande geëindig 31 Desember, aangetoon word. Sodanige staat moet vir ouditering voorgelê word aan 'n openbare rekenmeester deur die Raad aangewys, en moet, saam met die openbare rekenmeester se verslag, by die Raad ingedien word. Die geouditeerde staat en die openbare rekenmeester se verslag daaroor moet by die hoofkantoor van die Raad ter insae lê, en 'n kopie daarvan moet binne drie maande na die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word.

(d) Alle uitgawes in verband met die administrasie van die Fonds, word deur die Fonds gedra.

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

(f) Alle gelde wat na die Raad se mening meer is as wat die Fonds nodig het, kan by 'n bank of geregistreerde bouvereniging op deposito geplaas word: Met dien verstande dat voldoende geld in likwiede vorm gehou moet word om die Fonds in staat te stel om onmiddellik op aanvraag sy verpligtings na te kom.

(g) Indien hierdie Ooreenkoms deur tydverloop verval of om 'n ander rede nie meer bindend is nie, moet die Raad voortgaan om die Fonds te administreer tot tyd en wyl die Ooreenkoms hernieu of deur 'n dergelike ooreenkoms vervang word, of, indien sodanige hernuwing of vervanging nie plaasvind nie, tot dat die Fonds gelikwiede is.

(11) *Likwidasie.*—(a) Behoudens die bepalings van subklousule (10) (g) van hierdie klousule, moet die Fonds gelikwiede word nadat 'n ooreenkoms wat van krag is, verval het en dit nie binne 12 maande na die datum waarop dit verval het, hiernieu is of deur 'n dergelike ooreenkoms wat binne daardie tydperk aangegaan is, vervang is nie, of, indien die Raad deregistreer sou word en nadat 'n ooreenkoms wat ten tyde van sodanige deregistrasie geldig is, verstryk het.

Alle gelde wat die Fonds oorhou na afhandeling van alle eise ten gunste van en teen die Fonds, moet in die algemene fondse van die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, gestort word.

(b) Indien die Raad gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, ontbind sou word of sou ophou funksioneer, moet die lede wat op die datum waarop die Raad ophou funksioneer of ontbind word, daarin sitting het, onderworpe aan die goedkeuring van die Registrateur, 'n bestuurskomitee vorm wat die Fonds moet bly administreer. Vakatures wat in die Komitee ontstaan, moet deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertegenwoordigers en plaasvervangende lede in die ledetal van die komitee te verseker.

Indien sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom, of indien daar in die komitee 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, 'onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die komitee moet uitvoer, en vir hierdie doel alle bevoegdhede van die komitee besit. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwiede word deur die komitee of die trustees, na gelang van die geval, op die wyse in paragraaf (a) van hierdie subklousule uiteengesit, en indien die Raad se sake by sodanige verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos voorgeskryf in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

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, Christmas Day and Republic Day of 1971, 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 of 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, Christmas Day or Republic Day, 1971, 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, Christmas Day or Republic Day of 1971, 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.

(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 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 4 (2) for an employee of his class, divided by five.

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 eleven rand ten cents per week, unless he has in his employ one general worker at a wage of not less than eleven rand ten 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, shall 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.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n wag, is op verlof geregtig en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelsvaartsdag, Geloftedag, Kersdag en Republiekdag in 1971 en moet ten opsigte van elke sodanige dag minstens 'n weekloon soos in klousule 4 (1) 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 so 'n dag te werk.

Indien 'n openbare vakansiedag hierbo genoem op 'n Saterdag sou val, moet 'n werknemer ten opsigte van sodanige dag, benewens sy gewone weekloon, 'n bedrag betaal word wat minstens gelyk is aan die weekloon soos in klousules 4 (1) of 4 (2) voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf.

(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los arbeider, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelsvaartsdag, Geloftedag, Kersdag of Republiekdag in 1971 werk, moet hy deur sy werkgever vir elke sodanige dag 'n bedrag betaal word wat minstens gelyk is aan die weekloon soos in klousules 4 (1) of 4 (2) voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf, plus, vir elke uur of gedeelte van 'n uur aldus gewerk, dié weekloon gedeel deur 44.

(b) Wanneer 'n los arbeider op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelsvaartsdag, Geloftedag, Kersdag of Republiekdag in 1971 werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon vir 'n los arbeider soos in klousule 4 (1) voorgeskryf, betaal, plus, vir elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon gedeel deur agt.

(3) *Besoldiging vir werk op Sondag*.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom of:

(a) soos volg betaal, naamlik:

(i) indien hy vir 'n tydperk van hoogstens vier uur werk: Minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) indien hy langer as vier uur aldus werk: Besoldiging teen 'n skaal wat minstens dubbel sy gewone besoldiging beloop, vir die totale tydperk op sodanige Sondag gewerk; of minstens twee keer die besoldiging wat hy gewoonweg op 'n gewone werkdag vir sodanige tydperk sou ontvang, na gelang van wat die grootste bedrag is; of

(b) minstens anderhalf maal die weekloon betaal soos in klousule 4 (1) of klousule 4 (2) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 44, vir elke uur of gedeelte van 'n uur aldus gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan, en hom ten opsigte daarvan minstens die weekloon betaal soos in klousules 4 (1) of 4 (2) voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf.

10. GETALSVARHOUDING

(1) 'n Werkgever mag geen—

(a) assistent-voorman, assistent-voorzou of ongekwalifiseerde klerk in diens neem nie, tensy hy alreeds onderskeidelik 'n voorman, voorzou of gekwalifiseerde klerk in diens het nie;

(b) ongekwalifiseerde lekkergoedmaker in diens neem nie, tensy hy alreeds een gekwalifiseerde lekkergoedmaker in diens het nie;

(c) algemene werker teen 'n loon van minder as 11 rand 10 sent per week in diens neem nie, tensy hy alreeds een algemene werker teen 'n loon van minstens 11 rand 10 sent per week in diens het nie,

en vir elke gekwalifiseerde klerk of lekkergoedmaker mag hoogstens onderskeidelik een ongekwalifiseerde klerk of lekkergoedmaker; en vir elke algemene werker wat minstens nege rand 45 sent per week ontvang, hoogstens een algemene werker teen minder as nege rand 45 sent per week, in diens geneem word: Met dien verstande dat—

(i) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n voorman, lekkergoedmaker of klerk verrig, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerk, na gelang van die geval, beskou mag word;

(ii) 'n ongekwalifiseerde klerk of lekkergoedmaker wat minstens dié loon ontvang wat in klousules 4 (1) of 4 (2) voorgeskryf word vir 'n gekwalifiseerde klerk of lekkergoedmaker, na gelang van die geval, vir die toepassing van hierdie klousule onderskeidelik as 'n gekwalifiseerde klerk of lekkergoedmaker beskou word.

11. AANSPOURINGSWERK

(1) 'n Aansporingsloonskema mag in 'n bedryfsinrigting op grond van 'n onderlinge ooreenkoms tussen die bestuur en die betrokke werknemers ingestel word.

(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 Council shall approve such scheme which shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the agreement shall have given one month's notice in writing. 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.

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

(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 long 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 subclause (1) of this clause, unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log book in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(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 date 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.

(2) Die werknemers het die reg om 'n beamppte van die vakvereniging te versoek om met die opstel van sodanige skema behulpsaam te wees.

(3) Die aansporingsloonskema moet aan die werknemers die minimum voorgeskrewe loon waarborg en 'n werker wat gemiddelde bekwaamheid besit, die geleentheid bied om minstens 20 persent meer as die voorgeskrewe loon te verdien.

(4) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur, beamptes van die vakvereniging en die werknemers op die been bring.

(5) Die bepalinge van so 'n aansporingskema en latere veranderinge daaraan waarvoor die komitee ooreenkom, moet op skrif gestel en deur die lede van die komitee onderteken word. Sodanige skema moet deur die Raad goedgekeur word en mag nie deur die komitee gewysig of deur een van die partye beëindig word nie, tensy die party wat die ooreenkoms wil wysig of beëindig, een maand skriftelik daarvan kennis gee. Geen verandering mag sonder die goedkeuring van die Nywerheidsraad aangebring word nie.

(6) „Taakwerk” beteken 'n werkstelsel waarvolgens 'n minimum hoeveelheid werk of produksie wat in 'n bepaalde tyd verrig of gelewer moet word, bepaal word as voorvereiste vir die betaling van die loon in klousule 4 voorgeskryf.

(7) „Stukwerk” beteken 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word volgens die hoeveelheid of werk verrig of produksie gelewer, ongeag die tyd daaraan bestee.

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

12. LOGBOEK

(1) Elke werkgewer moet aan elke motorvoertuigbestuurder of deelydse motorvoertuigbestuurder in sy diens 'n logboek met duplikaatblaaië, so na as moontlik in die vorm hieronder uiteengesit, voorsien:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van bestuurder
 Begintyd vm./nm.
 Ophoutyd vm./nm.
 Getal gewone ure gewerk
 Getal oortydure gewerk
 Etenstye van vm./nm. tot vm./nm.
 Onklaarrakings, ongelukke en/or ander vertraginge

Handtekening van Bestuurder.

(2) Elke bestuurder aan wie 'n logboek voorsien is soos in subklousule (1) van hierdie klousule voorgeskryf, moet, tensy hy deur siekte of ander onvermydelike omstandighede verhinder word, die daaglikse log ten opsigte van elke dag se werk in tweevoud invul en binne 24 uur na afloop van die dag se werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgewer besorg.

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

13. OORPAKKE

(1) 'n Werkgewer moet oorpakke kosteloos aan elk van sy werknemers verskaf, of in plaas daarvan aan elke werknemer een keer elke drie maande 85 sent betaal vir die aankoop van oorpakke, wat die werkgewer se eiendom bly.

(2) Alle oorpakke 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 JONGER AS VYFTIEN JAAR

'n Werkgewer mag geen persoon in diens hê wat jonger as 15 jaar is nie.

15. DIENSSERTIFIKAAT

'n Werkgewer moet by beëindiging van 'n dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los arbeider, aan sodanige werknemer 'n dienssertifikaat uitreik waarop die volgende vermeld word: Die name van die werkgewer en die werknemer voluit, aard van die diens, datum van aanvang en beëindiging van die kontrak, en die besoldiging op die datum van beëindiging. Die werkgewer moet 'n kopie van sodanige sertifikaat aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur.

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 subclause 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 subclause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

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

(4) The notice referred to in subclause (1), 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.

(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 concerned, withdraw any exemption, whether or not the period for which the exemption was granted has expired.

(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.

16. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los arbeider, moet minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of sy werknemer kan die dienskontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing een week se loon te betaal of te verbeur, na gelang van die geval: Met dien verstande dat hierdie subklousule nie van toepassing is gedurende die eerste vyf werkdag na diensaanvaarding nie, wanneer sowel die werkgewer as die werknemer die kontrak sonder kennisgewing mag beëindig: En voorts met dien verstande dat die volgende nie daardeur geraak word nie:

- (a) 'n Werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig om 'n regsgeldige rede;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n termyn van opsegging van gelyke duur vir albei partye en vir langer as een week.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) aangegaan is, moet die betaling in plaas van opsegging in verhouding wees tot die termyn van opsegging waaroor daar ooreengekom is.

(3) Behoudens die bepalings van subklousule (1) (a), moet 'n werknemer wie se dienskontrak beëindig word onderwyl hy op korttyd in diens is, minstens sy gewone weekloon betaal word, ongeag die werklike getal gewone ure wat hy gewerk het.

(4) Die opsegging wat in subklousule (1) vermeld word, word van krag op die gewone betaaldag van die werknemer: Met dien verstande dat sodanige opsegging nie mag geskied nie gedurende die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig klousule 7, of met siekteverlof ooreenkomstig klousule 8, of gedurende 'n tydperk waarin die werknemer militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957.

17. VRYSTELLINGS

(1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen.

(2) Die Raad moet ten opsigte van alle persone aan wie vrystelling verleen word, die voorwaardes bepaal waarop die vrystelling verleen word, asook die geldigheidstermyn daarvan: Met dien verstande dat die Raad na goedvinde en na een week skriftelike kennisgewing aan die betrokke persone, 'n vrystelling kan intrek, ongeag of die termyn waarvoor die vrystelling toegestaan is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat deur hom onderteken, uitreik, waarin die volgende vermeld word:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die geldigheidstermyn van die vrystelling;
 - (c) die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
 - (d) die voorwaardes waaraan die vrystelling onderworpe is.
- (4) Die Sekretaris van Raad moet—
- (a) alle vrystellingsertifikaate wat uitgereik word, in volgorde nummer;
 - (b) 'n kopie van elke sodanige sertifikaat hou, en 'n kopie aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD

Om die Raad se uitgawes te bestry, moet elke werkgewer 2 sent per week aftrek van die verdienste van elk van sy werknemers vir wie daar in hierdie Ooreenkoms minimum lone voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg, 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 kan ter leiding van die werkgewers en werknemers, menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

20. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om met die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent mag enige bedryfsinrigting betree, enige werkgewer of werknemer ondervra en die rekords van betaalde lone en tyd wat gewerk is, nagaan, om vas te stel of die bepalings van hierdie Ooreenkoms wel nagekom word.

21. INDIENSNEMING VAN LEDE

By indiensneming moet voorkeur gegee word aan lede van die vakvereniging.

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—

- interviewing employees on trade union matters;
- enrolling new members;
- 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 7th day of November, 1969.

Mr. R. ADENDORFF,
Chairman of the Council.

Mrs. C. M. S. GELVAN,
Vice-Chairman of the Council.

Mr. A. S. YOUNG,
Secretary of the Council.

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	1.26	1.89	2.21	2.84
Assistant foreman	1.14	1.71	1.99	2.56
Forewoman	.93	1.39	1.62	2.08
Assistant forewoman	.80	1.20	1.40	1.80
Group leader or team supervisor	.53	.79	.93	1.19
Sweetmaker	1.21	1.82	2.13	2.72
Clerical employee, male	.97	1.45	1.70	2.19
Clerical employee, female	.69	1.02	1.19	1.54
Assistant storeman	.59	.89	1.03	1.33
Welfare Officer	.63	.95	1.11	1.42
Cloakroom attendant	.42	.63	.74	.95
Maintenance man	.73	1.09	1.26	1.62
Mechanic	1.43	2.15	2.50	3.22
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 lbs.	.62	.94	1.10	1.40
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 lbs.	.92	1.38	1.61	2.06
Part-time motor vehicle driver	.38	.57	.67	.86
Sample Boy	.40	.60	.71	.91
Traveller	1.36	2.04	2.30	3.06
Boiler attendant	.36	.54	.62	.80
Watchman	.36	.54	.62	.80
General Worker	.42	.63	.74	.95
Labourer	.33	.50	.57	.74
Putting on and taking off from the conveyor belt of a chocolate enrober, excluding the operating of the machine	.37	.56	.65	.84

22. ORGANISERING VAN WERKNEMERS

Elke werknemer moet 'n beampte wat deur die vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende etenstyd te besoek, ten einde—

- werknemers oor vakverenigingsaangeleenthede te spreek;
- nuwe lede in te skryf;
- kennisgewings wat deur die vakvereniging uitgereik word, op te plak en te versprei.

23. VAKVERENIGINGSLEDEGELD

Op skriftelike versoek van 'n werknemer, moet 'n werkgever van die loon van sodanige werknemer die bedrag van die werknemer se vakverenigingsledegeld aftrek, en dit aan die beampte wat deur die vakvereniging aangestel is om dit in te vorder, oorhandig.

24. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale by of op die plek waar sy werknemers werk, opplak en opgeplak hou.

Op hede die sewende dag van November 1969 namens die partye as hulle gemagtigdes te Port Elizabeth onderteken.

Mnr. R. ADENDORFF,
Voorsitter van die Raad.

Mev. C. M. S. GELVAN,
Ondervoorsitter van die Raad.

Mnr. A. S. YOUNG,
Sekretaris van die Raad.

AANHANGSEL A.

Klas werknemer.	Werknemers wat drie jaar ononderbroke diens by dieselfde werkgever het, dog wie se ononderbroke diens hoogstens vyf jaar beloop.	Werknemers wat vyf jaar ononderbroke diens by dieselfde werkgever het, dog wie se ononderbroke diens hoogstens tien jaar beloop.	Werknemers wat tien jaar ononderbroke diens by dieselfde werkgever het, dog wie se ononderbroke diens hoogstens vyftien jaar beloop.	Werknemers wat vyftien jaar of langer ononderbroke diens by dieselfde werkgever het.
	R	R	R	R
Voorman	1.26	1.89	2.21	2.84
Assistent-voorman	1.14	1.71	1.99	2.56
Voorvrou	.93	1.39	1.62	2.08
Assistent-voorvrou	.80	1.20	1.40	1.80
Groepleier of spanopsigter	.53	.79	.93	1.19
Lekkergoedmaker	1.21	1.82	2.13	2.72
Klerk, manlik	.97	1.45	1.70	2.19
Klerk vroulik	.69	1.02	1.19	1.54
Assistent-pakhuisopsigter	.59	.89	1.03	1.33
Welsynsbeampte	.63	.95	1.11	1.42
Kleedkameropsigter	.42	.63	.74	.95
Instandhouer	.73	1.09	1.26	1.62
Werktuigkundige	1.43	2.15	2.50	3.22
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens deur sodanige voertuig getrek hoogstens 6,000 lb. is	.62	.94	1.10	1.40
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens deur sodanige voertuig getrek, meer as 6,000 lb. is	.92	1.38	1.61	2.06
Deeltydse motorvoertuigbestuurder	.38	.57	.67	.86
Monsterjong	.40	.60	.71	.91
Handelsreisiger	1.36	2.04	2.30	3.06
Ketelbediener	.36	.54	.62	.80
Wag	.36	.54	.62	.80
Algemene werker	.42	.63	.74	.95
Arbeider	.33	.50	.57	.74
Werknemer wat die volgende werk verrig: Die plasing op en afneem van 'n vervoerband van 'n sjokolade-omkleër, maar nie die masjien bedien nie	.37	.56	.65	.84

No. R.629.]

[24th April, 1970.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941**

**SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH**

I, MARAIS VILJOEN, Minister of Labour—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweet Manufacturing Industry, published under Government Notice R.628 of 24th April, 1970, to be, on the whole, not less favourable to the employees 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;
- (b) in terms of section 54 (1) of the said Act, hereby exempt all employers who are subject to the provisions of the said Agreement, from the requirements of section 21A of the said Act in respect of employees who are entitled to benefits in terms of clause 8 of the said Agreement.

**M. VILJOEN,
Minister of Labour.**

No. R.630.]

[24th April, 1970.]

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, 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 30th June, 1971, 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 30th June, 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or em-

No. R.629.]

[24 April 1970.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941**

LEKKERGOEDNYWERHEID, PORT ELIZABETH

Ek, MARAIS VILJOEN, Minister van Arbeid—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, gepubliseer by Goewermentskennisgewing R.628 van 24 April 1970, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gerel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet;
- (b) stel hierby ingevolge artikel 54 (1) van genoemde Wet alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat op bystand kragtens klousule 8 van genoemde Ooreenkoms geregtig is.

**M. VILJOEN,
Minister van Arbeid.**

No. R.630.]

[24 April 1970.]

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, 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 1971 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging 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 1971 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by

ployed 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 1515 of 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 areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, 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.

M. VILJOEN,
Minister of Labour.

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

Turnwrights Chocolates and Sweets 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 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 48 of the Industrial Conciliation Act, 1956, and shall remain in force for the period ending 30th June, 1971, 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—

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 Goewermentskennisgewing 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 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 1971 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *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.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH

VOORSORGFONDS

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, aangegaan deur

Turnwrights Chocolate and Sweets Limited

(hieronder die „werkgevers” genoem), aan die een kant, en die

Sweet Workers' Union

(hieronder die „werknemers” of „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 nagekom word in die landdrosdistrik Port Elizabeth en 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, deur werkgevers wat by die Lekkergoednywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, bepaal, en bly van krag vir die tydperk eindigende 30 Junie 1971 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van daardie Wet melding gemaak word, omvat dit alle wysigings van daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens. Voorts, tensy onbestaanbaar met die samehang, beteken—

"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 provided for in clause 4 (1) of 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 of the Council in which wages are prescribed for employees in the Industry.

"member" or "member of Fund" means any person who contributes 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 60 years;

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

"wage" means the weekly wage prescribed in the Main 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.

4. PROVIDENT FUND

(1) (a) The Provident Fund established in terms of the agreement published under *Government Notice R.1198* of 12th July, 1968 (hereinafter referred to as "the Fund"), is hereby continued. The objects of the Fund shall be to provide members with benefits as set out in subclause (6) (a).

(b) The Fund shall consist of—

- (i) contributions paid into the Fund in accordance with this agreement and previous provident fund agreements of the Council;
- (ii) interest derived from the investment of any moneys of the Fund; and
- (iii) 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. A copy of the rules and any amendment thereto shall be lodged with the Secretary for Labour.

(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 the main agreement and who have 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 R14.80 per week shall contribute 10c per week.

Group 2.—Employees whose wages are not less than R14.80 per week shall contribute 25c per week.

"Wet" die Wet op Nywerheidsversoenig, 1956;

"Lekkergoednywerheid", sonder om die gewone betekenis van die woord enigins 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, aan registrasie onderworpe is, en omvat dit—

(a) die vervaardiging van kommoditeite of bestanddele wat gebruik word by die vervaardiging van lekkergoed as dit vervaardig word deur werkgewers en werknemers wat betrokke is by die vervaardiging van lekkergoed; en

(b) alle werksaamhede wat meegebring word deur en voortspruit uit die vervaardiging van lekkergoed of dié kommoditeite of bestanddele, wat verrig word deur engeen van die werkgewers van dié 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 dienstydperk of -tydperke van 'n werknemer in die Lekkergoednywerheid;

"Fonds" die Voorsorgfonds waarvoor in klousule 4 (1) van hierdie Ooreenkoms voorsiening gemaak word;

"fondswEEK" 'n week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die eersvolgende Vrydag en Saterdag;

"Hoofdooreenkoms" die Ooreenkoms van die Raad waarin lone vir die werknemers in die Nywerheid voorgeskryf word;

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

"benoemde" engeen wat deur 'n lid aangewys is aan wie bystand betaal moet word wat so 'n lid by sy afsterwe toeval;

"aftree-ouderdom" die ouderdom van sestig jaar;

"Sekretaris" die Sekretaris van die Fonds en omvat dit 'n beampte wat aangestel is om die Sekretaris by te staan;

"loon" die weekloon voorgeskryf in die Hoofdooreenkoms van die Raad wat bindend is ingevolge die Wet, of, as daar nie so 'n ooreenkoms bestaan nie, in die jongste Ooreenkoms vir die Nywerheid.

4. VOORSORGFONDS

(1) (a) Die Voorsorgfonds ingestel ingevolge die bepalings van die ooreenkoms gepubliseer by Goewermentskennigsgewing R.1198 van 12 Julie 1968 (hierna die "Fonds" genoem), word hierby voortgesit. Die doelstellings van die Fonds is om bystand, soos in subklousule (6) (a) uiteengesit, aan lede te verleen.

(b) Die fonds bestaan uit—

- (i) bydraes wat in ooreenstemming met hierdie ooreenkoms en vorige bystandsfondsooreenkomste van die Raad in die Fonds gestort word;
- (ii) rente verkry uit die belegging van gelde van die Fonds; en
- (iii) alle ander geld waarop die Fonds geregtig word.

(2) Die Fonds staan onder beheer van 'n Bestuurskomitee, aangestel deur die Raad, wat bestaan uit twee werkgewers- en twee vakverenigingsvertegenwoordigers.

'n Plaasvervanger mag vir elke verteenwoordiger aangestel word. Die Bestuurskomitee moet 'n voorsitter en ondervoorsitter uit sy geledere verkies en bepaal sy eie reëls van prosedure. As die Bestuurskomitee om die een of ander rede nie in staat is om sy pligte na te kom nie, moet die Raad dié pligte nakom en sy bevoegdhede uitoefen.

(3) Die Bestuurskomitee het die bevoegheid om reëls in verband met die administrasie van die Fonds op te stel, te wysig en te verander. 'n Kopie van die reëls en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegheid om gelde wat nie vir lopende uitgawes nodig is nie, te belê soos in klousule 4 (7) (b) uiteengesit. Die Bestuurskomitee het die bevoegheid om 'n ouditeur, aktuaris, sekretaris en personeel aan te stel op dié voorwaardes wat hy goed dink en om dié aanstellings te verander.

(5) *Bydraes.*—(a) Alle werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, en wat altesaam minstens ses maande ondervinding in die Nywerheid het, word lede van die Fonds en dra by volgens die volgende skaal:

Groep 1—Werknemers wie se lone minder as R14.80 per week is, dra 10c per week by.

Groep 2—Werknemers wie se lone minstens R14.80 per week is, dra 25c per week by.

(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 as the management committee may from time to time decide.

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 less than full pay, both his own and the employer's contributions 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.

(h) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(i) 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 to 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 exceeds 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 moneys 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 contribu-

(b) Elke werkgewer moet op elke betaaldag 'n bedrag ooreenkomstig klousule 4 (5) (a) aftrek van die loon van elk van sy werknemers wat 'n lid van die Fonds is en moet 'n gelyke bedrag voeg by die totale bedrag wat aldus afgetrek is, en hy moet voor of op die sewende dag van die volgende maand die totale bedrag aan die Sekretaris of aan dié ander plek wat die Bestuurskomitee bepaal, stuur tesame met dié staat wat die Bestuurskomitee van tyd tot tyd bepaal.

Dit is die verantwoordelikheid van die werkgewers om toe te sien dat bedrae afgetrek word van die lone van alle werknemers wat vir lidmaatskap van die Fonds kwalifiseer, en die werkgewer moet aan die Fonds verantwoording doen vir sowel sy eie as die werknemers se bydraes.

(c) Bydraes ten opsigte van 'n lid wat 'n loon ontvang vir een of meer dae gedurende 'n fondswEEK is ten opsigte van 'n hele week betaalbaar.

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

(e) 'n Werkgewer mag nie sy eie bydrae, hetsy in die geheel of gedeeltelik, aftrek van die verdienste van 'n lid of beloning van die lid ontvang ten opsigte van dié bydraes nie.

(f) Wanneer 'n lid met verlof is met volle betaling of minder as volle betaling, moet daar met sowel sy eie bedraes as dié van sy werkgewer voortgegaan word.

(g) Waar 'n lid korttyd werk, moet daar met sowel sy eie as sy werkgewer se bydraes ingevolge paragraaf (a) hiervan voortgegaan word.

(h) As 'n bydrae per abuis aan die Fonds betaal word, is die Fonds na verloop van ses maande vanaf dié datum van dié betaling nie daarvoor aanspreeklik om dié bydrae terug te betaal nie.

(i) Waar bystand per abuis aan 'n lid betaal is omdat so 'n lid bedrae wat nie verskuldig was nie, aan die Fonds betaal het, mag die Bestuurskomitee die bedrag aan bystand wat aldus betaal is, aftrek van—

(i) 'n bedrag wat van die Fonds geëis word as terugbetaling van dié bydraes wat nie verskuldig was nie; en

(ii) toekomstige bystand wat deur die Fonds aan so 'n lid verskuldig mag word.

(j) 'n Lid wat na die Nywerheid terugkeer nadat hy dit verlaat en bystand kragtens klousule 4 (6) (a) hiervan ontvang het, moet onmiddellik by voorlegging van bewys van vorige lidmaatskap van die Fonds weer toegelaat word om lid te word, maar moet geag word 'n nuwe lid te wees vanaf dié datum van hertoelating: Met dien verstande dat as hy die Fonds in kontant die volle bedrag terugbetaal wat hy ontvang het toe hy die Nywerheid verlaat het, die Bestuurskomitee die bevoegdheid het om hom weer te krediteer ten opsigte van sy vorige lidmaatskapydperk.

(k) 'n Lid wat weer in die Nywerheid in diens tree sonder dat bystand kragtens klousule 4 (6) aan hom betaal is, is onmiddellik nie meer geregtig op bystand wat betaalbaar sou gewees het as hy nie aldus weer in diens getree het nie en moet gekrediteer word ten opsigte van sy vorige lidmaatskapydperk.

(6) **Bystand.**—(a) As 'n lid die Nywerheid permanent verlaat om 'n ander rede as dié in paragrafe (b) en (c) hiervan, is hy geregtig op die volgende bystand:

(i) As hy altesaam hoogstens twee jaar lank bygedra het, die totale bedrag wat hy bygedra het;

(ii) as hy altesaam meer as twee jaar maar hoogstens drie jaar bygedra het, die totale bedrag wat hy bygedra het, plus 10 persent daarvan;

(iii) as hy altesaam meer as drie jaar maar hoogstens vier jaar lank bygedra het, die totale bedrag wat hy bygedra het, plus 17½ persent daarvan;

(iv) vir elke daaropvolgende jaar wat hy bygedra het, 'n bykomende 7½ persent tot 'n maksimum van 100 persent.

Die totale bedrag moet binne drie maande na hy die Nywerheid verlaat het, betaal word: Met dien verstande dat die Bestuurskomitee geld wat aan 'n lid verskuldig is, in paaiemente mag betaal oor 'n tydperk van hoogstens ses kalendermaande as die lid dit verlang.

(b) As 'n lid die Nywerheid verlaat wanneer of ná hy die aftree-ouderdom bereik het, of as 'n lid verplig is om op te hou werk weens ongeskiktheid voor hy die aftree-ouderdom bereik, en die Bestuurskomitee daarvan oortuig is dat dié ongeskikte lid glad nie daartoe in staat is om 'n bestaan in die Nywerheid te maak nie, moet hy so 'n lid bystand betaal van altesaam die volle bedrag van sy eie en die werkgewer se bydraes.

(c) As daar tot tevredenheid van die Bestuurskomitee bewys van die afsterwe van 'n lid gelewer word, moet die Fonds 'n globale bedrag, gelyk aan die totale bedrag van sy eie en die werkgewer se bydraes, aan 'n benoemde, deur die lid voor sy dood

tions 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 subclause 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 appointments 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 subclause any benefit due in terms of this subclause 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 to relieve such member of the repayment of the whole amount.

(e) Save as is provided in this subclause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being assigned or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any form of execution under a 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 subsection 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 subclause (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.

aangewys, betaal of dit in die boedel van die afgestorwe lid stort. As die benoemde wat aangewys is te sterwe kom voor die bystand verskuldig word, moet dié bystand in die boedel van die afgestorwe lid gestort word. As die benoemde 'n minderjarige is, moet die Bestuurskomitee die bystand aan so 'n minderjarige se wettige voog betaal.

As dergelike bewys ontvang word van die afsterwe van 'n lid wat uit die diens getree het en bystand van die Fonds ontvang het, moet die Fonds dié bedrag (as daar is) waarmee die totale bedrag, bereken ooreenkomstig subklousule 4 (6) (a) of (b), die totale bedrae te bowe gaan wat aan die afgetrede lid betaal is, aan sy benoemde betaal of in sy boedel stort soos in die voorafgaande paragraaf bepaal.

Die Bestuurskomitee moet skriftelik in kennis gestel word van die aanwysing van 'n benoemde of van 'n verandering ten opsigte van dié aanwysings en van die adres van so 'n benoemde. As die afgestorwe lid versuim het om die Bestuurskomitee skriftelik in kennis te stel van die naam en adres van sy benoemde ooreenkomstig hierdie subklousule, moet bystand wat kragtens hierdie subklousule verskuldig is in die boedel van dié afgestorwe lid gestort word.

(d) As 'n lid bystand ontvang het waarop hy nie kragtens die bepaling van hierdie Fonds geregtig was nie en die aangeleentheid word nie behandel op die wyse in paragraaf (i) van klousule 4 (5) uiteengesit nie, moet hy die bystand wat aldus ontvang is, aan die Fonds terugbetaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na sy goedvinde terugbetaling van 'n kleiner bedrag mag eis ten einde die lid vry te stel van die terugbetaling van die hele bedrag.

(e) Behoudens hierdie subklousule, mag geen bystand of aanspraak op bystand oorgemaak of oorgedra of andersins gesedeer of verhipotekeer word nie, of mag daar nie beslag gelê word op 'n bydrae deur of namens 'n lid of mag so 'n bydrae nie op enige wyse geëskuteer word ingevolge 'n uitspraak of bevel van 'n geregtshof nie, en as 'n lid probeer om 'n bystand of aanspraak op bystand oor te maak, oor te dra of andersins te sedgeer of te verpand of te verhipotekeer, kan die betaling van bystand weerhou of opgeskort of geheel en al gestaak word as die Bestuurskomitee aldus besluit.

(f) Geen bepaling van hierdie Ooreenkoms raak op enige wyse die reg van 'n lid of sy afhanklikes om skadeloosstelling of vergoeding te eis vir werkers wat beseer is of besig is om te sterwe weens 'n ongeluk wat voortspruit uit of plaasvind gedurende hul diens nie, en die bedrag wat ingevolge hierdie subartikel betaalbaar is, mag nie verminder word weens 'n bedrag wat aldus betaal mag word nie.

(g) Wanneer 'n lid tot die Fonds toegelaat word, moet hy 'n geboortetsestifikaat of dié ander bewys van ouderdom indien tot tevredenheid van die Bestuurskomitee.

As bystand wat verskuldig en betaalbaar word, uitgesonderd dié aan 'n benoemde ooreenkomstig subklousule (6) (c) van hierdie klousule aangewys, nie geëis word binne vier jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee binne drie maande na verstryking van genoemde tydperk van vier jaar 'n kennisgewing laat publiseer in agtereenvolgende uitgawes van 'n Afrikaanse en Engelse koerant wat in die Oostelike Provinsie gelees word, en waarvan een gelees word in die dorp/stad waarin die lid aan wie die bystand verskuldig is, gewoonlik woonagtig was toe die bystand verskuldig geword het. Dié kennisgewing moet meld dat 'n lys van alle persone wat nog nie binne die tydperk van vier jaar wat hierbo vermeld is hul bystand geëis het nie, ter insae lê by die kantore van die Raad en van die vakvereniging wat 'n party by die Ooreenkoms is. Alle belanghebbende persone moet versoek word om binne 'n tydperk van drie maande vanaf die datum waarop die kennisgewing laas geplaas is, eise om sodanige bystand in te stel en volle besonderhede te verstrek van die gronde waarop die eise ingestel word.

Die Bestuurskomitee moet op die eersvolgende vergadering na die laaste datum waarop eise ingestel mag word, dié eise oorweeg en mag 'n persoon of persone wat eise op die wyse hierin voorgeskryf, ingestel het, hoogstens die volle bystand betaal wat aan die lid verskuldig is, min die koste van die kennisgewing, soos hy dit goed dink. As geen eis ingestel word deur of namens die persoon wie se naam op die lys verskyn nie, word alle bystand wat aan hom verskuldig is, aan die Fonds verbeur: Met dien verstande egter dat die Bestuurskomitee 'n eis moet oorweeg wat na verloop van genoemde tydperk deur so 'n werknemer ingestel mag word, en na sy goedvinde 'n *ex gratia*-betaling uit die fondse van die Voorsorgfonds aan die betrokke persoon mag doen. Die Sekretaris moet die lys wat hierin bedoel word, aan bogenoemde vakvereniging stuur en dié lys moet die naam en laaste bekende werkplek van die lid asook die verskuldigde bystand meld.

(7) Finansies.—(a) Die geld wat die Fonds toeval, moet by 'n bank of banke of bouvereniging of bouverenigings in 'n lopende of deposite rekening gestort word en alle tjeks moet geteken word deur dié persone wat die bestuurskomitee aanstel.

(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 bonus 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 Fund 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 thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar.

(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 12 months from the date of expiry of this Agreement, the Fund shall be liquidated as though all members had left the Industry and are entitled to benefits in terms of clause 4 (6) (a).

(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 date prior to the expiration of the period of 12 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 34 (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. If there is no Council in existence upon the expiration of a period of 12 months from the date of expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclauses (12) and (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 34 (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.

(b) Alle gelde wat nie vir lopende uitgawes nodig is nie, moet belê word of uitgeleë word in die vorm van obligasies, wissels of lenings uitgereik of gewaarborg deur die Regering of 'n munisipale of ander plaaslike bestuur, in effekte of obligasies van 'n openbare raad, na goedvinde van die Bestuurskomitee, wat dié sekuriteite mag verander soos hy van tyd tot tyd bepaal.

(8) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee na sy goedvinde mag vereis, ondersoek na die Fonds instel en 'n waardasie van die laste van die Fonds en 'n verslag daaroor opstel en aan die Bestuurskomitee voelê en aanbevelings doen oor die verklaring van 'n bonus of die skepping van 'n reserwe vir bykomende bystand.

(9) Die Bestuurskomitee mag, as hy dit goed dink, 'n bonus verklaar wat gebaseer is op die aanbevelings van die rekenmeester en die bydraers se rekenings moet gekrediteer word met 'n bonus wat aldus verklaar is, en dit is aan dié lede betaalbaar terselfdertyd as en benewens die bystand voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms, of die Bestuurskomitee moet, as hy dit goed dink, 'n finansiële reserwe skep vir die betaling van bykomende bystand aan lede wat ingevolge klousule 4 (6) (b) verplig is om uit die Nywerheid te tree. Dié bykomende bystand moet gebaseer word op 'n formule wat die Raad moet goedkeur en moet verband hou met die dienstyfperk van so 'n lid in die Nywerheid.

(10) (a) Die Sekretaris van die Fonds moet so gou moontlik na 31 Desember elke jaar state op 'n geskikte wyse opstel wat die posisie van die Fonds op daardie datum toon. Die state moet geouditeer word deur 'n ouditeur wat deur die Bestuurskomitee aangestel is, en moet aan die Raad voorgeleë word.

(b) Die geouditeerde gekonsolideerde state en die ouditeur se verslag daaroor moet by die hoofkantoor van die Raad ter insae lê en kopieë daarvan moet aan die Nywerheidsregistrator gestuur word.

(c) Alle onkoste in verband met die administrasie van die Fonds kom ten laste van die Fonds.

(11) *Algemeen.*—As 'n werknemer verplaas of bevorder word na 'n beroep waarvoor daar nie lone in die Hofooreenkoms voorgeskryf word nie, moet hy ophou om tot die Fonds by te dra en is hy geregtig op bystand kragtens klousule 4 (6) (a).

(12) *Likwidasie.*—Wanneer hierdie Ooreenkoms vervalt, moet die Bestuurskomitee voortgaan om die Fonds te administreer en as die Ooreenkoms nie hernieu of 'n daaropvolgende Ooreenkoms nie binne 'n tydperk van 12 maande vanaf die vervaldatum van hierdie Ooreenkoms aangegaan word nie, moet die Fonds gelikwedeer word asof alle lede die Nywerheid verlaat het en op bystand geregtig is ingevolge klousule 4 (6) (a).

(13) Wanneer die Fonds gelikwedeer word, moet die gelde waarmee die Fonds gekrediteer is, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word.

(14) As die Raad ontbind word of ophou om te funksioneer op 'n datum voor die verstryking van die tydperk van 12 maande bedoel in klousule 4 (12) van hierdie Ooreenkoms, moet die Bestuurskomitee of dié ander persone wat die Registrator ingevolge artikel 34 (2) van die Wet mag aanwys, voortgaan om die Ooreenkoms te administreer totdat bogenoemde tydperk verstryk het, en die persone wat lede is van die komitee wat bestaan op die datum waarop die Raad ophou funksioneer of ontbind word, word geag lede daarvan vir dié doel te wees: Met dien verstande egter dat 'n vakature wat in die komitee ontstaan, deur die Registrator gevul mag word uit die geledere van die werkgewers of werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers en/of plaasvervangers in die lede van die komitee is. As so 'n komitee onwillig is of nie in staat is nie om sy pligte na te kom of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrator ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee na te kom en dié trustee of trustees besit al die bevoegdhede van die Komitee vir dié doel. Indien daar na verstryking van 'n tydperk van 12 maande van die datum na verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwedeer word op die wyse uiteengesit in subklousules (12) en (13), en as die sake van die Raad op die datum van likwidasie reeds afgehandel en sy bates verdeel is, moet die saldo wat in die Fonds oorbly, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dié deel van die algemene fondse van die Raad uitmaak.

5. AGENTE

Die Raad moet een of meer persone as agente aanstel om behulpzaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om dié persone toe te laat om sy bedryfsinrigting binne te gaan en dié navrae te doen en dié dokumente, boeke, loonstate, betaalboek-verte en betaalkaarte te ondersoek en dié persone te ondervra wat nodig is ten einde vas te stel of die bepalings van die Ooreenkoms nagekom word.

6. EXEMPTIONS

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

7. ADMINISTRATION OF THE AGREEMENT

- (1) The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.
- (2) Any dispute which may arise regarding the interpretation or any of the provisions of this Agreement shall be referred to the Council.

Signed at Port Elizabeth on behalf of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, on this 7th day of November, 1969.

Mr. R. ADENDORFF,
Chairman of the Council.

Mrs. C. M. S. GELVAN,
Vice-Chairman of the Council.

Mr. A. S. YOUNG,
Secretary of the Council.

6. VRYSTELLINGS

Die Raad mag om 'n afdoende rede, voorwaardelik of andersins, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms ten opsigte van enige persoon.

7. ADMINISTRASIE VAN DIE OOREENKOMS

- (1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan ter leiding van die werkgewers en werknemers, menings uitspreek wat nie met die bepalings daaryn onbestaanbaar is nie.
- (2) Geskilpunte wat ontstaan aangaande die vertolking van enigeen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

Op hede die 7de dag van November 1969 namens die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, te Port Elizabeth onderteken.

Mnr. R. ADENDORFF,
Voorsitter van die Raad.

Mev. C. M. S. GELVAN,
Ondervoorsitter van die Raad.

Mnr. A. S. YOUNG,
Sekretaris van die Raad.

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