



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1611

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1611

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 82]

PRETORIA, 14 APRIL
14 APRIL 1972

[No. 3470

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 603

14 April 1972

INDUSTRIAL CONCILIATION ACT, 1956

BAKING AND CONFECTIONERY INDUSTRY,
PORT ELIZABETH AND UITENHAGE

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 Baking and Confectionery Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (5) (e), 19 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, 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 municipal areas of Port Elizabeth and Uitenhage; 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 with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (5) (e), 19 and 20, 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.

A-74883

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 603

14 April 1972

WET OP NYWERHEIDSVERSOENING, 1956

BAK- EN BANKETNYWERHEID, PORT
ELIZABETH EN UITENHAGE

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 Bak- en Banketnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1), 2, 6 (5) (e), 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebiede van Port Elizabeth en Uitenhage; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1), 2, 6 (5) (e), 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die gebiede gespesifieer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1-3470

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BAKING AND CONFEC-
TIONERY INDUSTRY, PORT ELIZABETH AND UITEN-
HAGE

AGREEMENT

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

Port Elizabeth Master Bakers' Association

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

Operative Bakers', Confectioners' and Conductors' Union,
Port Elizabeth and Uitenhage

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

being parties to the Industrial Council for the Baking and Con-
fectionery Industry, Port Elizabeth and Uitenhage.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the
municipal areas of Port Elizabeth and Uitenhage by all employers
and employees in the Baking and Confectionery Industry who
are members of the employers' organisation and the trade union
respectively.

(2) Notwithstanding the provisions of subclause (1), the terms
of this Agreement shall apply only to employees for whom
minimum wages are prescribed in this Agreement and to the
employers of such employees.

(3) Nothing in this Agreement shall adversely affect any rates
of wages based on time worked which may be in existence at
the date on which this Agreement comes into operation and
which are more favourable to the employee concerned than those
laid down in clause 4 of this Agreement.

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
Act, and shall remain in force for the period of two years or
such period as may be determined by the Minister.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in
the Industrial Conciliation Act, 1956, shall have the same meanings
as in that Act, any reference to an Act shall include any amendment
to such Act, and unless the contrary intention appears,
words importing the masculine gender shall include females,
further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"adult" means an employee of the age of 18 years or over;

"adult general assistant" means an adult employee other than
a foreman, a confectioner or pastry cook who is employed in
making confectionery and is under the supervision of a confectioner;

"baker" means a doughmaker, ovenman or table-hand;

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

(a) the baking or making of rolls, buns, currant bread,
doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast
goods and other products of a bakehouse of which dough or
batter forms a component part;

(b) the manufacture of any commodity or ingredient used
in baking or the making of confectionery if carried on by
employers and employees engaged in the activities referred to
in paragraph (a);

BYLAE

NYWERHEIDSRAAD VIR DIE BAK- EN BANKETNYWER-
HEID, PORT ELIZABETH EN UITENHAGE

OOREENKOMS

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

Port Elizabeth Master Bakers' Association

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

Operative Bakers', Confectioners' and Conductors' Union,
Port Elizabeth and Uitenhage

(hierna die "werkneemers" of die "vakvereniging" genoem) aan
die ander kant,
wat partye is by die Nywerheidsraad vir die Bak- en Banket-
nywerheid, Port Elizabeth en Uitenhage.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede van Port Elizabeth en Uitenhage nagekom word deur alle werkgewers en werkneemers in die Bak- en Banket-nywerheid wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werkneemers ten opsigte van wie minimum lone in hierdie Ooreenkoms voorgeskrif word, en op die werkgewers van sodanige werkneemers.

(3) Niks in hierdie Ooreenkoms mag 'n nadelige uitwerking hê nie op lone wat gebaseer is op tyd gewerk, wat op die datum van die inwerkingtreding van hierdie Ooreenkoms mag bestaan en wat gunstiger vir die betrokke werkneemers is as die lone wat in klousule 4 van hierdie Ooreenkoms voorgeskrif word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ooreenkomstig artikel 48 van die Wet mag bepaal en bly van ktag vir 'n tydperk van een jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, waar daar van 'n Wet melding gemaak word, word ook alle wysigings van so 'n Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook die vroulike geslag in; en voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"volwassene" 'n werkneemers wat 18 jaar oud of ouer is;

"volwasse algemene assistent" 'n volwasse werkneemers, uitgesonder 'n voorman of 'n banketbakker of 'n tertbakker wat in diens is om banket te maak en onder die toesig van 'n banketbakker staan;

"bakker" 'n deegaanmaker, oondman of tafelhulp;

"Bak- en Banketnywerheid" die Nywerheid waarin werkgewers en werkneemers met mekaar geassosieer is met die doel om brood en/of banket te bak of te maak en omvat dit ook die volgende:

(a) Die bak of maak van rolletjies, bolletjies, korentebrood, pasteie, oliebolle, beskuit, mosbolletjies, koek, siergebakkies, suurdeeggebak en ander produkte van 'n bakhuis waarvan deeg of beslag 'n bestanddeel uitmaak;

(b) die vervaardiging van enige artikel of bestanddeel wat gebruik word in bakwerk of in die maak van banket, indien uitgevoer deur werkgewers en werkneemers wat betrokke is by die werkzaamhede gemeld in paragraaf (a);

(c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the products referred to therein, if carried on by such employers or their employees; but excludes the manufacture of sweets and biscuits;

"confectioner" means an employee who performs the work of pastry cook and who in addition performs the work of ornamenting cakes and is competent to take charge of all branches of work in the making of confectionery in an establishment in the absence of the foreman on instruction by the latter or by the employer;

"confectionery" without limiting its ordinary meaning includes cakes, pies, pasties, pastries, koeksisters, biscuits and yeast-raised goods other than bread;

"Council" mean the Industrial Council for the Baking and Confectionery Industry, Port Elizabeth and Uitenhage, and deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"delivery employee" means an employee who delivers on foot or by bicycle or hand-propelled vehicle the products of an establishment direct from the establishment to not more than ten (10) customers in any one day;

"dispatch clerk" means an employee who is responsible for the supervising, packing, checking and dispatch of goods;

"dough-maker" means an employee who is engaged in the making of dough and fermentation;

"experience" means the total period of employment in the baking section or the confectionery section of the Industry, as the case may be;

"establishment" means any place in which the Baking and Confectionery Industry is carried on;

"foreman" means a baker or confectioner who is in charge of a shift engaged in making bread and/or confectionery, and is present in the establishment during the whole shift which he is working;

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

Carrying or stacking goods, materials or utensils;

Cleaning workshops, premises, vehicles or animals;

Washing or cleaning machines, trays, pans, boxes or tins; preparing, carrying and feeding fuel to furnaces;

"hourly rate" means the weekly wage prescribed in this Agreement divided by 46;

"jobber" means a baker and/or confectioner who is employed for not more than two days consecutively, in any week;

"juvenile" means an employee under the age of 18 years;

"learner" means an employee who is employed in but has had less than four years' experience in one of the occupations specified in clause 4 (1) (a) (ii) and (b) (ii), (iii) and (iv);

"ovenman" means an employee who is in charge of the ovens in the bakehouse and who is responsible for the firing of bread;

"packer" means an employee who under the supervision of a despatch clerk packs for despatch or delivery articles of uniform size and number into containers specially designed to contain them;

"pastry cook" means an employee who performs mixing, baking and/or cooking of pastries and cakes, excluding ornamenting;

"salesman" means an employee who is in charge of a horse-drawn or motor vehicle which is used for delivering the products of an establishment on a round, whether or not in addition he drives a mechanically-propelled vehicle; or an employee who delivers to more than 10 (ten) customers in any one day direct from the establishment;

"table hand" means an employee who moulds bread;

"van boy" means an employee engaged in delivering the products of an establishment under the supervision of a salesman;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7; provided—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any commission earned by an employee engaged in the sale of bread and/or confectionery.

(c) alle werkzaamhede wat deur sodanige werkgewers uitgevoer word en wat hoort by, in verband staan met of die gevolg is van die werkzaamhede genoem in (a), of die verspreiding van die produkte daarin geneem, indien uitgevoer deur sodanige werkgewers of hul werknemers,

maar dit omvat nie die vervaardiging van lekkers en beskuitjies nie;

"banketbakker" 'n werknemer wat die werk van 'n tertbakker verrig, wat daarbenewens koeke versier en wat bevoeg is om in die afwesigheid van die voorman, op las van of die voorman of die werkewer, verantwoordelikheid te aanvaar in alle vertakings van die werk verbonde aan die maak van banket in 'n bedryfsinrigting;

"banket", sonder om die gewone betekenis van die woord te beperk, ook koek, pastei, plaatpastetcijies, siergebakpies, koeksisters, beskuitjies en ander suurdeeggebak as brood;

"Raad" die Nywerheidsraad vir die Bak- en Banketnywerheid, Port Elizabeth en Uitenhage, wat geag word geregistreer te wees ooreenkomsdig die bepalings van artikel 19 van die Wet op Nywerheidsversoening, 1956;

"afleweringsbediende" 'n werknemer wat die produkte van 'n bedryfsinrigting te voet of per fiets of met 'n handaangedrewe vervoermiddel regstreeks van die bedryfsinrigting af aan hoogstens tien (10) klante op 'n bepaalde dag aflewer;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die toesighouding oor en die verpakking, nagaan en versending van goedere;

"deegaanmaker" 'n werknemer wat in diens is om deeg aan te maak en insuurtwerk te verrig;

"ondervind" die totale dienstydperk in die bakafdeling of die banketafdeling van die Nywerheid, na gelang van die geväl;

"bedryfsinrigting" enige plek waar die Bak- en Banketnywerheid beoefen word;

"voorman" 'n bakker of banketbakker wat aan die hoof staan van 'n skof wat brood en/of banket maak, en wat gedurende die hele tydperk van so 'n skof aanwesig is in die bedryfsinrigting;

"algemene arbeider" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

Goedere, materiaal of gereedskap dra of opstapel; werkinkels, persele, voertuie of diere skoonmaak; masjiene, bakke, panne, kiste of blikke was of skoonmaak; brandstof voorberei, aandra en in oonde voer;

"uurloon" die weekloon voorgeskryf in hierdie Ooreenkoms, gedeel deur 46;

"stukwerker" 'n bakker en/of banketbakker wat vir hoogstens twee agtereenvolgende dae in 'n week in diens geneem word;

"jeugdige" 'n werknemer onder die ouderdom van 18 jaar;

"leerling" 'n werknemer wat in enigeen van die beroepe gespesifieer in klousule 4 (1) (a) (ii) en (b) (ii), (iii) en (iv) werkzaam is maar minder as vier jaar ondervinding in so 'n beroep het;

"oondman" 'n werknemer wat toesig hou oor die oonde in die bakhuis en wat verantwoordelik is vir die bak van brood;

"verpakker" 'n werknemer wat onder die toesig van 'n versendingsklerk goedere van 'n eenvormige groote en getal vir versending of aflewing verpak in houers wat spesiaal ontwerp is om hulle te bevat;

"tertbakker" 'n werknemer wat mengwerk verrig, siergebakpies en koek bak en/of maak, maar nie versier nie;

"verkoper" 'n werknemer wat toesig het oor 'n diere- of motorvoertuig wat gebruik word vir die aflewing van die produkte van 'n bedryfsinrigting op 'n ronde, afgesien daarvan of hy daarbenewens 'n meganies-aangedrewe voertuig bestuur of nie; of 'n werknemer wat sodanige produkte aan meer as tien (10) klante op 'n bepaalde dag regstreeks vanaf die bedryfsinrigting aflewer;

"tafelhulp" 'n werknemer wat brood vorm;

"bestelwabediente" 'n werknemer wat die produkte van 'n bedryfsinrigting onder die toesig van 'n verkoper aflewer;

"loon" die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 7 voorgeskryf: Met dien verstande dat—

(i) indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbeholdsbeplaging nie so uitgelê moet word dat dit enige kommissie bedoel of omvat wat deur 'n werknemer wat brood en/of banket verkoop, verdien word nie.

4. WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause—

	From the date on which the Agreement comes into operation until 31 December 1972	Thereafter Per week
	R	R
(a) Baking section:		
(i) Foreman.....	40,02	43,02
(ii) Dough-maker, ovenman or table hand.....	16,65	17,76
(b) Confectionery section:		
(i) Foreman.....	40,02	43,02
(ii) Confectioner.....	19,13	20,40
(iii) Pastrycook.....	16,65	17,76
(iv) Adult general assistant.....	11,62	12,40
(c) Learners in baking and confectionery sections:		
First year of experience.....	7,31	7,80
Second year of experience.....	8,43	9,00
Third year of experience.....	9,56	10,20
Fourth year of experience.....	11,25	12,00
And thereafter the minimum wage for his class.		
(d) General:		
(i) Salesman.....	20,00	20,00
(ii) Despatch clerk.....	20,04	21,54
(iii) Packer (male).....	9,84	10,50
(iv) Packer (female).....	7,31	7,80
(v) Delivery employee.....	9,00	9,60
(vi) Van boy (adult).....	9,00	9,60
(vii) Van boy (juvenile).....	6,92	7,38
(viii) General labourer (male, adult).....	9,00	9,60
(ix) General labourer (male, juvenile).....	6,92	7,38
(x) General labourer (female).....	7,31	7,80

(2) A jobber shall be paid at the hourly rate for the class of work upon which he is employed: Provided that no jobber shall be paid a lower amount per day than eight times his hourly rate.

(3) An employee who on any one day is required or allowed to perform two or more classes of work shall for the time worked at each such class be paid at the hourly rate applicable to each such class: Provided that if the time occupied on the work to which a higher wage applies exceeds three hours on any one day, the employee shall be paid the higher wages for the whole day.

5. SHORT-TIME

(1) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of subclause (2), an employer may, on account of slackness of work or the exigencies of trade, let his employees work short time and pay such employees instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour worked.

(2) An employer shall, prior to the day on and from which he intends to work short time, notify the employees concerned. Any employee who is not given such notice shall, on attending at the establishment, be entitled to be employed for a half-day or receive a minimum of one half of the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday.

6. PAYMENT OF EARNINGS

(1) Wages and other earnings shall be paid to employees in cash weekly on the ordinary pay-day of the establishment or on termination of employment, if such termination takes place before the ordinary pay-day of the establishment.

(2) Money due to employees in terms of the Agreement shall be handed to employees in closed envelopes on which shall be reflected the employer's name, the employee's name or payroll number, the employee's occupation, the number of ordinary and any overtime hours worked, the remuneration due and the period in respect of which payment is made,

4. LONE

(1) Geen loon wat laer is as die volgende, gelees saam met die ander bepalings van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Vanaf die datum waarop die Ooreen- koms in werking tree tot 31 Desember 1972	Daarna
	Per week R	Per week R
(a) Bakafdeling:		
(i) Voorman.....	40,02	43,02
(ii) Deegaanmaker, oondman of tafelhulp.....	16,65	17,76
(b) Banketafdeling:		
(i) Voorman.....	40,02	43,02
(ii) Banketbakker.....	19,13	20,40
(iii) Tertbakker.....	16,65	17,76
(iv) Volwasse algemene assistent.....	11,62	12,40
(c) Leerlinge in die bak- en banketafdeling:		
Eerste jaar ondervinding.....	7,31	7,80
Tweede jaar ondervinding.....	8,43	9,00
Derde jaar ondervinding.....	9,56	10,20
Vierde jaar ondervinding.....	11,25	12,00
en daarna die minimum loon vir sy klas.		
(d) Algemeen:		
(i) Verkoper.....	20,00	20,00
(ii) Versendingsklerk.....	20,04	21,54
(iii) Verpakker (man).....	9,84	10,50
(iv) Verpakker (vrouw).....	7,31	7,80
(v) Afleweringsbediende.....	9,00	9,60
(vi) Bestelwabediente (voiwassene).....	9,00	9,60
(vii) Bestelwabediente (jeugdige).....	6,92	7,38
(viii) Algemene arbeider (man, volwasse).....	9,00	9,60
(ix) Algemene arbeider (man, jeugdige).....	6,92	7,38
(x) Algemene arbeider (vrouw).....	7,31	7,80

(2) 'n Stukwerker word betaal teen die uurloon vir die klas werk waarvoor hy in diens geneem word: Met dien verstande dat daar aan geen stukwerker 'n laer bedrag per dag as agt maal sy uurloon betaal mag word nie.

(3) 'n Werknemer van wie daar vereis word of wat toegelaat word om op 'n bepaalde dag twee of meer klasse werk te verrig, moet vir die tyd gwerk in elkeen van sodanige klasse, betaal word teen die uurloon wat op elkeen van sodanige klasse van toepassing is: Met dien verstande dat, as die tyd bestee aan die werk waarop 'n hoërloon van toepassing is meer as drie uur op 'n bepaalde dag beloop, die werknemer die hoërloon vir die hele dag betaal moet word.

5. KORTTYD

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens die bepalings van subklousule (2) kan 'n werkgever, weens werkslapte of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf, die uurloon vir elke uur of gedeelte van 'n uur gwerk, aan sodanige werknemers betaal.

(2) 'n Werkgever moet voor die dag waarop en met ingang waarvan hy voornemens is om sy werknemers korttyd te laat werk, die betrokke werknemers daarvan in kennis stel. 'n Werknemer wat nie aldus in kennis gestel is nie, is daartoe geregtig om, wanneer hy by die bedryfsinrigting opdaag, vir 'n halwe dag te werk of om 'n minimum te ontvang van een helfte van die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weeksdag werk.

6. BETALING VAN VERDIENSTE

(1) Lone en ander verdienste moet weekliks in kontant aan die werknemers betaal word op die gewone betaaldag van die bedryfsinrigting of by beëindiging van hul diens, as so 'n beëindiging plaasvind voor die gewone betaaldag van die bedryfsinrigting.

(2) Geld wat ingevolge die bepalings van die Ooreenkoms aan werknemers verskuldig is, moet aan hulle oorhandig word in verséelde koeverte waarop die werkgever se naam, die werknemer se naam of betaalstaatnommer, die werknemer se beroep, die getal gewone ure en die getal oortydure gwerk, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die betaling gedoen word, gemeld moet word.

(3) No premium for the training of an employee shall be charged or accepted by an employer; provided that this provision shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) Where, in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

(5) No deductions of any kind, other than the following, may be made from the wages due to an employee:

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

(b) With the written consent of the employee, deductions for holiday, insurance, or pension funds.

(c) Levies in terms of clause 16 of this Agreement.

(d) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(e) Deductions in terms of clause 20 of the Agreement.

(f) Deductions in terms of clause 21 of the Agreement.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement no employer shall require or permit an employee, other than one exclusively employed as a salesman, delivery employee or van boy—

(a) to work for more than 46 hours, excluding meal times, in any one week; or

(b) to work for more than 8 hours, excluding meal times, on any one day: Provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(d) who is a female, to work—

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

(ii) after 1 o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of subclause (1) and (4) and save as is provided in clause 8 an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

(b) a number of hours (which may exceed ten) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

(i) for more than two hours on any day;

(ii) on more than three consecutive days;

(iii) on more than sixty days in any year;

(iv) after completion of her ordinary working hours for more than one hour on any day unless he has—

(aa) given notice thereof to such employee before midday;

(bb) provided such employee with an adequate meal before she has to commence overtime; or

(cc) paid such employee an allowance of not less than 25 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) An employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or

(3) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie: Met dien verstande dat hierdie bepaling nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bedra.

(4) Waar die werk in 'n bedryfsinrigting verrig word deur werknemers wat in ploë of spanne georganiseer is, moet die werkgever aan elke werknemer sy verdienste betaal.

(5) Met uitsondering van die aftrekkings hieronder genoem, mag geen bedrag hoegenaamd van die loon wat aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n aftrekking wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer op daardie tydstip ten opsigte van sy gewone werkure ontvang het.

(b) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, versekering- of pensioenfondse.

(c) Heffings ooreenkomsdig die bepaling van klosule 16 van hierdie Ooreenkoms.

(d) Enige bedrag wat 'n werkgever regtens of kragtens 'n bevel van 'n bevoegde hof mag of moet afdrek.

(e) Aftrekkings ooreenkomsdig die bepaling van klosule 20 van die Ooreenkoms.

(f) Aftrekkings ooreenkomsdig die bepaling van klosule 21 van die Ooreenkoms.

7. WERKURE

(1) Behoudens andersluidende bepaling in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as 'n verkoper, afleveringsbediende of bestelwabediende in diens geneem is, vereis of hom toelaat om—

(a) vir meer as 46 uur, etenstye uitgesluit, in 'n bepaalde week te werk nie; of

(b) vir meer as agt uur, etenstye uitgesluit, op 'n bepaalde dag te werk nie: Met dien verstande dat in enige bedryfsinrigting waarin—

(i) die gewone werkure op een dag in elke week nie meer as vyf is nie, 'n werknemer toegelaat of daar van hom vereis kan word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers gewoonlik op nie meer as vyf dae in die week werk nie, daar op enige werkdag van 'n werknemer vereis mag word of hy op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of

(c) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pauze van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pauze van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(d) as dit 'n vrou is—

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

(ii) na 1-uur nm. op meer as vyf dae in 'n week te werk nie.

(2) Ondanks die bepaling van subklousules (1) en (4) en behoudens die bepaling van klosule (8) kan 'n werkgever van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir 'n totale tydperk van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaarde waarop dit geldig is, gespesifieer word:

Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(i) vir meer as twee uur op 'n dag te werk nie;

(ii) op meer as drie agtereenvolgende dae te werk nie;

(iii) op meer as 60 dae in 'n jaar te werk nie;

(iv) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure te werk nie, tensy hy—

(aa) voor die middag kennis daarvan aan so 'n werknemer gegee het;

(bb) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met haar oortydwerk moet begin; of

(cc) aan sodanige werknemer 'n toelaat van minstens 15 sent so vroegtydig betaal het dat sy 'n ete kan verkry voordat sy met haar oortydwerk moet begin.

(3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag aan die werk te wees—

(a) gedurende die hele tydperk van 'n pauze in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele tydperk van so 'n pauze te verlaat nie; of

(b) during any other period during which he is on the premises of his employer;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph (b), the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.

(4) The ordinary hours of work of all salesmen, delivery employees and van boys shall not exceed—

- (a) fifty-four hours in any week;
- (b) nine hours in any day.

(5) For the purposes of subclause (1) (a) an employee who does not work on any holiday referred to in clause 8 (2), or who on such holiday works less than his average ordinary working hours for the days of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in subclauses (1) and (4) in respect of a day or a week, shall be deemed to be overtime.

8. PAYMENT FOR OVERTIME, SUNDAYS AND PUBLIC HOLIDAYS

(1) An employer shall pay to each employee employed by him remuneration at a rate not less than one and one-third times his hourly rate in respect of all overtime worked by such employee.

(2) (a) If an employee does not work on any statutory public holiday his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Whenever an employee works on any statutory public holiday, his employer shall pay him remuneration at a rate of not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(c) If any statutory public holiday falls on a Saturday an employer in whose establishment a five-day working week is observed, shall nevertheless pay to each employee employed by him remuneration at a rate not less than his ordinary remuneration for one day on the pay day preceding such Saturday.

(3) Whenever an employee works on a Sunday, his employer shall either—

- (a) pay to the employee—

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

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

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

9. LEAVE

(1) All employees (other than jobbers) for whom minimum wages are prescribed in clause 4 of this Agreement shall be given annually on full pay in respect of each period of 12 months' employment with an employer not less than two consecutive weeks' and four days' leave: Provided that—

(a) the period of such leave shall not be concurrent with any period of absence on sick leave in respect of which an employee is entitled to sick pay in terms of clause 2 (6) (a) (i) nor with any period during which an employee is undergoing military training;

(b) if any public holiday referred to in clause 8 (2) falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

For the purpose of calculating the leave pay due in terms of this clause the pay for "four days" shall be two thirds of the weekly wage.

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgever is:

Met dien verstande dat, as daar bewys word dat so 'n werkgever nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk in paragraaf (b) bedoel die veronderstelling waaroor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van daardie gedeelte van so 'n tydperk op so 'n werkgever van toepassing is nie.

(4) Die gewone werkure van alle verkopers, afleveringsbediendes en bestelwabediendes is hoogstens—

- (a) 54 uur in 'n week;
- (b) nege uur op 'n dag.

(5) Vir die toepassing van subklousule (1) (a), word 'n werkgever wat nie op 'n vakansiedag in klosule 8 (2) genoem, werk nie of wat op so 'n vakansiedag minder as sy gemiddelde gewone werkure werk vir die dag van die week waarop so 'n vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

(6) *Oortyd.*—Alle tyd langer gewerk as die getal ure voorgeskryf in subklousules (1) en (4) ten opsigte van 'n dag of 'n week, word geag oortyd te wees.

8. BETALING VIR OORTYDWERK EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE

(1) 'n Werkgever moet aan elke werkgever in sy diens 'n besoldiging van minstens een en een-derde maal sy urloon betaal ten opsigte van alle oortydwerk wat so 'n werkgever verrig het.

(2) (a) As 'n werkgever nie op 'n wetteregtelike openbare vakansiedag werk nie, moet sy werkgever hom ten opsigte van so 'n dag minstens sy gewone besoldiging betaal asof hy op so 'n dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n werkgever op 'n wetteregtelike openbare vakansiedag werk, moet sy werkgever hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, minstens sy gewone besoldiging betaal ten opsigte van die totale tydperk wat hy op so 'n dag gewerk het.

(c) As 'n wetteregtelike openbare vakansiedag op 'n Saterdag val, moet 'n werkgever in wie se bedryfsinrigting daar vyf dae per week gewerk word nogtans op die betaaldag voor so 'n Saterdag aan elke werkgever in sy diens besoldiging vir een dag teen minstens sy gewone skaal van besoldiging betaal.

(3) Wanneer 'n werkgever op 'n Sondag werk, moet sy werkgever of—

- (a) aan die werkgever—

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

(ii) minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk of 'n besoldiging wat nie minder is nie as dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk—naamlik die grootste bedrag—betaal as hy aldus werk vir 'n tydperk van langer as vier uur; or

(b) aan die werkgever minstens een en een-derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf so 'n Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op so 'n vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

9. VERLOF

(1) Aan alle werkgevers (uitgesonderd stukwerkers) vir wie minimum lone in klosule 4 van hierdie Ooreenkoms voorgeskryf word, moet daar jaarliks ten opsigte van elke tydperk van 12 maande diens by 'n werkgever minstens twee agtereenvolgende weke en vier dae verlof met volle betaling toegestaan word: Met dien verstande dat—

(a) die tydperk van sodanige verlof nie met 'n tydperk van afwesigheid met siekterverlof ten opsigte waarvan 'n werkgever ooreenkomsdig die bepalings van klosule 21 (6) (a) (i) op siekterverlofbesoldiging geregtig is en ook nie met 'n tydperk waarin die werkgever militêre opleiding ontvang, mag saamval nie;

(b) as 'n openbare vakansiedag in klosule 8 (2) genoem, binne die tydperk van sodanige verlof val, so 'n vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van afwesigheidsverlof met volle betaling.

Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klosule betaalbaar is, is die besoldiging vir "vier dae" twee-derdes van die weekloon.

(2) The leave referred to in subclause (1) shall be taken at a time mutually agreed upon by the employer and employee: Provided that such leave shall be granted so as to expire within two months after the date of termination of the period of 12 months referred to in subclause (1).

(3) Any period during which an employee—

- (a) is on leave in terms of this clause; or
- (b) undergoes military training in pursuance of the Defence Act, 1957; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness or confinement;

shall be deemed to be employment for the purpose of subclauses (1) and (4): Provided that the provisions of paragraph (d) shall not apply in respect of—

(i) any period of absence owing to illness of more than three consecutive days, if the employee fails after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work; or

(ii) any total period of absence during any 12 months' employment which is in excess of 30 days.

(4) Upon termination of employment, the employer shall pay to an employee his full pay—

(a) in respect of any period of leave which has accrued but was not granted before the date of termination of the employment; and

(b) for one and one-third days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave, in terms of subclause (1), or in the case of an employee who has been employed for less than 12 months after the date of commencement of his employment:

Provided that an employee who leaves his employment without having given or served the period of notice prescribed in clause 13 shall not be entitled to any payment by virtue of this paragraph unless the employer has waived such notice or the employee has paid the employer in lieu of notice.

(5) The employer shall pay to an employee to whom leave is granted in terms of this clause, his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(6) Any amount paid to an employee in terms of subclause (4) or subclause (5) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(7) For the purposes of this clause employment shall be deemed to commence from—

- (a) the date upon which the employee entered the employer's service; or
 - (b) the date upon which the employee last became entitled to leave;
- whichever may be the later.

10. SUNDAY AND PUBLIC HOLIDAY DELIVERIES

Unless the written consent of the Council has first been obtained, no employer or employee shall be permitted to deliver or supply bread and/or confectionery on Sunday or any public holiday.

11. PROPORTION OR RATIO OF EMPLOYEES

(1) An employer shall not employ a baker or a confectioner unless a foreman is employed in the respective section and such foreman shall be present and on duty during the working period of each shift: Provided that an employer who is actively engaged in carrying out the duties of a foreman in his establishment may for the purposes of this clause be deemed to be a foreman.

(2) There shall be employed in each establishment one baker in the baking section of the industry before a learner may be employed in that section, and for every such baker there may be employed not more than one such learner.

(3) There shall be employed in each establishment one confectioner or pastry cook before a learner may be employed in that section, and for every such baker there may be employed not more than one such learner.

(4) There shall be employed in each establishment a foreman confectioner or a confectioner before an adult general assistant may be employed and not more than one adult general assistant may be employed for each foreman confectioner or confectioner employed.

(2) Die verlof in subklousule (1) genoem moet geneem word op 'n tyd waaroor die werkewer en die werknemer onderling ooreenkoms: Met dien verstande dat sodanige verlof so toegestaan moet word dat dit ten einde loop binne twee maande na die datum waarop die tydperk van 12 maande in subklousule (1) genoem geëindig het.

(3) Enige tydperk waarin 'n werknemer—

(a) ooreenkomsdig die bepalings van hierdie klousule met verlof is; of

(b) militêre opleiding ontvang ooreenkomsdig die Verdedigingswet, 1957; of

(c) van die werk afwesig is op las of op versoek van die werkewer; of

(d) van die werk afwesig is weens siekte of 'n bevaling; word vir die toepassing van subklousules (1) en (4) geag diens te wees: Met dien verstande dat die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van—

(i) enige tydperk van afwesigheid wees siekte vir meer as drie agtereenvolgende dae, as die werknemer, nadat die werkewer hom daartoe versoek het, versuim om aan die werkewer 'n sertifikaat van 'n mediese praktisyn voor te lê waarin daar verklaar word dat hy weens siekte nie sy werk kon doen nie; of

(ii) enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae bleepo.

(4) By diensbeëindiging moet die werkewer aan 'n werknemer sy volle loon betaal—

(a) ten opsigte van enige tydperk van verlof wat hom toekom maar wat nie voor die datum van diensbeëindiging toegestaan is nie; en

(b) vir een en een-derde dag ten opsigte van elke voltooide maand diens by die werkewer na die datum waarop hy laas op verlof geregtig geword het ooreenkomsdig die bepalings van subklousule (1), en hierdie loon moet ook betaal word in die geval van 'n werknemer wat vir minder as 12 maande in diens was na die datum waarop sy diens begin het:

Met dien verstande dat 'n werknemer wat sy diens verlaat sonder om kennis te gee of die tydperk van kennisgewing uit te dien soos bepaal by klousule 13, op geen betaling kragtens hierdie paragraaf geregtig is nie, tensy die werkewer afsien van so 'n kennisgewing of die werknemer die werkewer betaal in plaas van kennis te gee.

(5) Die werkewer moet aan 'n werknemer aan wie verlof ooreenkomsdig hierdie klousule toegestaan is, sy loon ten opsigte van die verloftydperk betaal voor of op die laaste werkdag voor dat genoemde tydperk 'n aanvang neem.

(6) Enige bedrag wat ingevolge subklousule (4) of subklousule (5) aan 'n werknemer betaal word, moet bereken word op die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verloftydperk aangebreek het of sy diens beëindig is, na gelang van die geval.

(7) Vir die toepassing van hierdie klousule word diens geag te begin vanaf—

(a) die datum waarop die werknemer by die werkewer in diens getree het; of

(b) die datum waarop die werknemer laas op verlof geregtig geword het; naamlik die laaste datum.

10. AFLEWERINGS OP SONDAE EN OPENBARE VAKANSIEDAE

Tensy die skriftelike toestemming van die Raad vooraf verkry is, word geen werkewer of werknemer toegelaat om brood en/of banket op Sondag of 'n openbare vakansiedag af te lever of te verskaf nie.

11. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkewer mag nie 'n bakker of 'n banketbakker in diens neem nie tensy 'n voorman in diens geneem is in die onderskeie afdelings, en so 'n voorman moet teenwoordig en op diens wees gedurende die werktyd van elke skof: Met dien verstande dat 'n werkewer wat die pligte van 'n voorman in sy bedryfsinrigting aktief uitvoer, vir die toepassing van herdie klousule geag word 'n voorman te wees.

(2) In elke bedryfsinrigting moet daar een bakker in diens wees in die bakafdeling van die nywerheid voordat 'n leerling in daardie afdeling in diens geneem mag word, en vir elke sodanige bakker mag daar nie meer as een sodanige leerling in diens geneem word nie.

(3) In elke bedryfsinrigting moet daar een banketbakker of tertbakker in diens wees voordat 'n leerling in diens gemeen mag word, en vir elke banketbakker of tertbakker mag daar nie meer as een leerling in diens geneem word nie.

(4) In elke bedryfsinrigting moet daar 'n voorman-banketbakker of 'n banketbakker in diens wees voordat 'n volwasse algemene assistent in diens geneem mag word, en vir elke voorman-banketbakker of banketbakker wat in diens is, mag daar hoogstens een volwasse algemene assistent in diens geneem word.

12. EXEMPTIONS

(1) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person.

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

(3) The Secretary to 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 such exemption is granted.

13. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (2) not less than one week's notice, to take effect from the ordinary pay-day of the employee, shall be given by an employer or an employee to terminate the contract of service: Provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient; and
- (b) any agreement between the employer and employee providing for a longer period of notice than one week:

Provided further that an employer may pay to the employee, or the employee may pay or forfeit to the employer, as the case may be, in lieu of notice, an amount equal to the wages such employee would have earned at the prescribed rate had he worked such longer period of notice as was agreed upon.

(2) The provisions of this clause shall not apply to jobbers.

(3) 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.

(4) The period of notice prescribed by this clause shall not run concurrently with and shall not be given during any period of annual leave granted in terms of clause 9 nor sick leave in respect of which sick pay is paid in terms of clause 21 (6) (a) (i) nor during any period an employee is undergoing military training.

14. CERTIFICATES OF SERVICE

(1) For the purpose of determining the wage that shall be paid to a learner every employer shall issue, free of charge, a certificate of service to each of his learners at the time he leaves such employer's service.

All certificates issued by each employer shall be numbered consecutively, and a duplicate copy of each certificate issued shall be retained by the employer.

(2) An employer shall, before engaging an applicant for work as a learner require such applicant to produce such certificate of service issued in accordance with the provisions of subclause (1) of this clause or a certificate signed by the Secretary to the Council, specifying the length of previous experience, which shall be reckoned for the purpose of determining the wage payable to the applicant.

15. OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply, launder and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employees to wear or which by any law or regulation he may be compelled to provide his employees.

16. EXPENSES OF THE COUNCIL

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

12. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaarde vasstel waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag en na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingslisensie mag intrek hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingslisensie uitrek wat hy onderteken het en waarin die volgende genoem word:

- (a) Die volle naam van die betrokke persoon;
- (b) die tydperk waarin die vrystelling van krag is;
- (c) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (d) die voorwaarde waarop sodanige vrystelling verleen word.

13. DIENSBEEINDIGING

(1) Behoudens die bepalings van subklousule (2) moet minstens een week, met ingang van die gewone betaaldag van die werknemer, vooraf aan 'n werkgever of 'n werknemer kennis gegee word dat die dienskontrak beëindig gaan word: Met dien verstande dat—

(a) die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig; en

(b) 'n ooreenkoms tussen die werkgever en die werknemer waarin voorsiening gemaak word vir 'n langer kennisgewingstermyn as een week; nie hierdeur geraak word nie:

Voorts met dien verstande dat 'n bedrag gelyk aan die loon wat so 'n werknemer teen die voorgeskrewe skaal sou ontvang het indien hy sodanige langer kennisgewingstermyn waaroor daar ooreengekom is, uitgedien het, in plaas van sodanige kennisgewing deur die werkgever aan die werknemer betaal kan word of deur die werknemer aan die werkgever betaal of verbeur kan word, na gelang van die geval.

(2) Die bepalings van hierdie klousule is nie op stukwerkers van toepassing nie.

(3) 'n Werkgever of sy werknemer is daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur, in plaas van sodanige kennisgewing, een week se loon te betaal of prys te gee, na gelang van die geval.

(4) Die kennisgewingstydperk by hierdie klousule voorgeskryf, mag nie saamval nie met, en die kennis mag ook nie gegee word nie gedurende 'n tydperk van jaarlike verlof wat ooreenkombig klosule 9 verleen is of siekterverlof ten opsigte waarvan siekterverlofsoldiging ooreenkombig klosule 21 (6) (a) (i) betaal word of 'n tydperk waarin 'n werknemer militêre opleiding ontvang.

14. DIENSSERTIFIKAAT

(1) Ten einde die loon te bepaal wat aan 'n leerling betaal moet word, moet elke werkgever 'n dienssertifikaat in die vorm soos in die Aanhelsing van hierdie Ooreenkoms voorgeskryf gratis aan elkeen van sy leerlinge uitrek wanneer hy so 'n werkgever se diens verlaat.

Alle sertifikate wat deur elke werkgever uitgereik word, moet agtereenvolgens genommer word, en 'n duplikaatkopie van elke sertifikaat wat uitgereik word, moet deur die werkgever behou word.

(2) 'n Werkgever moet, voordat hy 'n applikant as 'n leerling in diens neem, van so 'n applikant vereis om sodanige diens-sertifikaat wat ooreenkombig subklousule (1) van hierdie klousule uitgereik is of 'n sertifikaat onderteken deur die Sekretaris van die Raad, te toon waarin die lengte van sy vorige diens gespesifieer word, wat in aanmerking geneem moet word by die bepaling van die loon wat aan die applikant betaalbaar is.

15. OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle oorpakke en/of beskermende klere wat hy van sy werknemers vereis om te dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemers te verskaf, gratis lewer, was en stryk en in 'n goeie toestand hou.

16. ONKOSTE VAN DIE RAAD

Ten einde die onkoste van die Raad te bestry, moet elke werkgever 2 sent per week aftrek van die loon van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daarvan gelykstaan en die totale bedrag maand vir maand en voor of op die sewende van elke maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur.

17. ADMINISTRATION OF AGREEMENT

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

18. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

19. 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 and 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.

20. TRADE UNION SUBSCRIPTIONS

An employer shall upon the written request of an employee 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.

21. SICK BENEFIT FUND

(1) The Fund known as the "Baking Industry Sick Benefit Fund" (hereinafter referred to as "the Fund"), established in terms of the Agreement published under Government Notice R. 931, dated 17 June 1966, is hereby continued.

(2) The object of the Fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees in the Baking Industry, in the municipal areas of Port Elizabeth and Uitenhage 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, not being inconsistent with this Agreement governing the administration of the Fund. Copies of the rules or 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 earning R7,23 or less per week.
Group 2: Employees earning over R7,23 per week.

(5) (a) 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 14 cents;
Group 2: The sum of 15 cents;

and to the amount so deducted, the employer shall in respect of every—

employee in Group 1: The sum of 13 cents;
employee in Group 2: The sum of 14 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) (a) *Sick Pay.*—Subject to the provisions of subclause (9) 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 at the rate of 60 per cent of the employee's earnings in respect of each day of absence: Provided that—

(i) benefits shall be paid for 36 working days only, subject to the right of the Council to grant extended benefits beyond this period at its discretion;

(ii) 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 a lengthy illness, accept the certificate of the medical officer appointed by the Council for such longer period as it may determine;

(iii) the term "day" means an ordinary day 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—

(iv) to an employee who has contributed for less than four weeks;

17. UITVOERING VAN OOREENKOMS

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

18. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

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

19. AGENTE

Die Raad moet een of meer gespesifieerde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms.

'n Agent kan enige bedryfsinrigting betree en enige werkewer of werknemer ondervra en die registers van die lone wat betaal is en die tyd wat gwerk is, ondersoek met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. LEDEGELD VIR VAKVERENIGING

'n Werkewer moet, op die skriftelike versoek van 'n werkewer, die bedrag wat daardie werknemer as ledegeld aan die vakvereniging moet betaal, van so 'n werknemer se loon aftrek en dit oorhandig aan die beämpte wat deur die vakvereniging aangestel is om dit te ontvang.

21. SIEKTEBYSTANDSFONDS

(1) Die Fonds bekend as die "Siektebystandsfonds van die Baknywerheid" (hierna die "Fonds" genoem), gestig ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 931 van 17 Junie 1966, word hierby voortgesit.

(2) Die doel met die Fonds is om gedurende tydperke van siekte mediese, farmaceutiese en siekterlofvoordele te verskaf aan werknemers in die Baknywerheid in die munisipale gebiede van Port Elizabeth en Uitenhage, vir wie lone by hierdie Ooreenkoms voorgeskryf word.

(3) Die Fonds word geadministreer deur die Raad, wat reëls wat nie onbestaanbaar met hierdie Ooreenkoms of met die Wet is nie, in verband met die administrasie van die Fonds moet maak, wysig of verander. Kopieë van die reëls en van die wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

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

Groep 1: Werknemers wat R7,23 of minder per week verdien;
Groep 2: Werknemers wat meer as R7,23 per week verdien.

5 (a) Elke werkewer moet op elke betaaldag die volgende bedrae—hieronder die "bydraes" genoem—van die loon van elke werknemer aftrek:

Groep 1: Die bedrag van 14 sent;
Groep 2: Die bedrag van 15 sent;

en by die bedrag aldus afgetrek, moet die werkewer ten opsigte van elke—

werknemer in Groep 1: Die bedrag van 13 sent;
werknemer in Groep 2: Die bedrag van 14 sent byvoeg.

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

(6) (a) *Siekterlofbesoldiging.*—Behoudens die bepalings van subklousule (9), moet die Raad, wanneer hy van 'n werknemer 'n sertifikaat ontvang wat uitgereik is deur 'n mediese beämpte, deur die Raad aangestel, en waarin gesertificeer word dat so 'n werknemer weens siekte nie in staat is om te werk nie aan so 'n werknemer siekterlofbesoldiging teen 60 persent van die werknemer se verdienste betaal, ten opsigte van elke dag van afwesigheid: Met dien verstande dat—

(i) voordele slegs vir 36 werkdae betaal word behoudens die reg van die Raad om, na sy goedvindie, die voordele vir 'n langer tydperk toe te staan;

(ii) elke sertifikaat uitgereik deur 'n mediese beämpte, vir sewe dae vanaf die datum van uitreiking geldig is; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, die sertifikaat van die mediese beämpte wat deur die Raad aangestel is, vir 'n langer tydperk, soos hy mag bepaal, mag aanneem;

(iii) die woord "dag" 'n gewone dag beteken waarop die werknemer (afgesien van korttyd of oortyd) sou gwerk het as hy nie weens siekte van sy werk afwesig was nie; en voorts met dien verstande dat geen siekterlofvoordele betaal word nie—

(iv) aan 'n werknemer wat vir minder as vier weke bygedra het;

(v) 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;

(vi) in respect of a statutory public holiday or in respect of any portion of annual leave for which an employee received holiday pay in terms of clause 9;

(vii) in respect of any illness in respect of which the employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;

(viii) in respect of confinements during the period 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.

(b) No sick pay shall be paid to a contributor who is unemployed: Provided that a contributor whose employment is terminated during the period in which he is receiving sick pay, shall continue to be paid sick pay in terms of paragraph (a) hereof.

(c) In the event of an unemployed contributor obtaining further employment in the Baking and Confectionery Industry within a period of four weeks from the date of such contributor becoming unemployed, he shall for the purposes of this clause be deemed to have been continuously employed. In the event of an unemployed contributor re-entering the Industry after the expiration of such period of four weeks he shall be considered to be a new employee in the Industry for the purpose of this fund.

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

(a) general medical attention from a medical officer appointed by the Council (hereinafter referred to as "the medical officer");

(b) injections, excluding vaccination and preventive injections administered by the medical officer;

(c) 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: Provided that the Fund shall not be liable for the first 50 cents of the cost of each prescription or the cost of the prescription if it is 50 cents or less.

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.

(8) *Identification Cards.*—(a) Every contributor shall, after he has contributed for four weeks, be supplied with an identification card printed in such form as the Council may from time to time direct. Such cards shall be signed by the Secretary of the Fund and shall certify that the employee is a member and is entitled to medical and pharmaceutical benefits.

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

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

(c) In the event of the employee obtaining further employment in the Baking and Confectionery Industry within a period of four weeks after leaving the Industry, the Secretary shall forthwith issue him with a new identification card in terms of paragraph (a) hereof.

(9) Sick-pay benefits shall cease whenever the amount standing to the credit of the Fund falls below R500 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R750. Employers shall be advised by the Secretary immediately the amount standing to the credit of the Fund falls below R500 and the Secretary shall also advise employers as soon as the payment of sick-pay benefits may be recommended.

Pharmaceutical benefits shall cease whenever the amount standing to the credit of the Fund falls below R1,500 and shall not be recommenced until the amount standing to the credit of the Fund has reached the sum of R2,000.

In the event of it being necessary to suspend pharmaceutical benefits, the Secretary shall advise the medical officers and the pharmacists that such benefits have been suspended and he shall also advise the medical officers and pharmacists as soon as such benefits are reinstated.

(v) aan 'n werknemer wie se ongesteldheid, gebrek of siekte na die mening van die Raad toegeskryf kan word aan wangedrag of aan die oormatige gebruik van bedwelmende drank of verdowingsmiddels;

(vi) ten opsigte van 'n wetteregtelike openbare vakansiedag of ten opsigte van 'n deel van die jaarlikse verlof waarvoor 'n werknemer verlofsbesoldiging ooreenkomsdig klousule 9 ontvangoing het;

(vii) ten opsigte van enige ongesteldheid waarvoor die werknemer vergoeding ontvang ooreenkomsdig die Ongevallewet, 1941;

(viii) ten opsigte van bevallings, vir die tydperk vier weke voor en agt weke na die datum van bevalling, waarin 'n bydraer kragtens die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, op voordele geregty is.

(b) Geen siekteverlofsbesoldiging word betaal aan 'n bydraer wat werkloos is nie: Met dien verstande dat daar aan 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siekteverlofsbesoldiging ontyng, nog siekteverlofsbesoldiging ingevolge paragraaf (a) hiervan betaal moet word.

(c) Ingeval 'n werknemer wat werkloos is, binne 'n tydperk van vier weke vanaf die datum waarop so 'n bydraer werkloos geword het, weer werk in die Bak- en Banketnywerheid vind, word hy vir die toepassing van hierdie klousule geag onafgebroke in diens te gewees het. Ingeval 'n bydraer wat werkloos is, weer tot die Nywerheid toetree na verloop van sodanige tydperk van vier weke, word hy vir die doeleindes van hierdie fonds geag 'n nuwe werknemer in die Nywerheid te wees.

(7) *Mediese en farmaseutiese bystand.*—'n Werknemer is geregty op—

(a) algemene geneeskundige hulp van 'n mediese beampte wat deur die Raad aangestel is (hieronder die "mediese beampte" genoem);

(b) inspuittings, uitgesonderd entstof- en siekteleorkomings-inspuittings, deur die mediese beampte toegedien;

(c) die verkryging, by 'n apteek wat die Raad aangestel het, van medisyne, salf, verbande en wasmiddels op gesag van 'n voorskrif deur 'n mediese beampte onderteken: Met dien verstande dat die Fonds nie vir die eerste 50 cent van die koste van elke voorskrif of die koste van die voorskrif as dit 50 cent of minder is aanspreeklik is nie.

Die koste van geneeskundige hulp en farmaseutiese voorrade word deur die Raad betaal by levering van bevrugende rekenings van die mediese beampte en die apteker wat die Raad aangestel het.

(8) *Identifikasiekarte.*—(a) Elke bydraer moet, nadat hy vier weke lank bygedra het, voorsien word van 'n identifikasiekart gedruk in die vorm wat die Raad van tyd tot tyd mag voorschryf. Sodanige kaarte moet onderteken word deur die Sekretaris van die Fonds en daarin moet gesertifiseer word dat die werknemer 'n lid is en geregty is op geneeskundige en farmaseutiese bystand.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is 'n bydraer nie op geneeskundige of farmaseutiese bystand geregty nie tensy hy in besit is van 'n identifikasiekart wat behoorlik ingeval en ooreenkomsdig hierdie subklousule onderteken is en so 'n kaart toon aan die mediese beampte of die apteker wat deur die Raad aangestel is, en geen mediese beampte of apteker wat deur die Raad aangestel is, mag geneeskundige hulp of farmaseutiese produkte ooreenkomsdig die bepalings van hierdie Ooreenkoms aan iemand verskaf nie tensy so 'n persoon aan so 'n mediese beampte of apteker 'n identifikasiekart toon soos dié in hierdie subklousule voorgeskryf.

(b) Wanneer 'n bydraer die diens van sy werkgever verlaat, moet hy sy identifikasiekart oorhandig aan sy werkgever, wat dit onverwyld aan die Sekretaris van die Raad moet stuur.

(c) Ingeval die werknemer weer werk in die Bak- en Banketnywerheid vind binne 'n tydperk van vier weke nadat hy die Nywerheid verlaat het, moet die Sekretaris onverwyld 'n nuwe identifikasiekart ingevolge paragraaf (a) hiervan aan hom uitreik.

(9) Siekteverlofsbystand verval sodra die bedrag in die kredit van die Fonds tot minder as R500 daal en verdere betalings word nie hervat nie totdat die bedrag in die kredit van die Fonds R750 bereik het. Werkgewers moet deur die Sekretaris in kennis gestel word onmiddellik as die bedrag in die kredit van die Fonds tot minder as R500 daal en die Sekretaris moet werkgewers ook in kennis stel sodra die betaling van siekteverlofsbystand hervat kan word.

Farmaseutiesebystand verval sodra die bedrag in die kredit van die Fonds tot minder as R1,500 daal en word nie hervat nie totdat die bedrag in die kredit van die Fonds R2,000 bereik het.

Ingeval dit nodig word om farmaseutiesebystand op te skort, moet die Sekretaris die mediese beampies en die aptekers in kennis stel dat sodanige bystand opgeskort is en moet hy ook die mediese beampies en die aptekers in kennis stel sodra sodanige bystand herstel is.

(10) Should at any time a dispute as to the provisions of the rules or of the administration of the Fund arise in regard to which members of the Council are equally divided and no agreement is arrived at, such dispute shall be referred to an arbitrator agreed upon by them, or failing agreement, nominated by the Minister of Labour. The arbitrator's decision shall be final.

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

(12) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending on the 31st December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor(s) of the Council who shall be a public accountant(s) and shall within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, together with any report made thereon by the said auditor(s). A copy of the annual accounts and balance sheet shall be available for inspection by members of the Fund.

(13) 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 constitute a Management Committee which shall continue to administer the Fund: Provided, however, that any vacancy occurring on the Committee may be filled by the Industrial 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 Industrial 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 upon the expiration of this Agreement, there is no Council in existence the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (15) of this clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(14) In the event of the expiry of this Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated as provided for in subclause (15) of this clause. The Fund shall during the said period of 24 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(15) Upon liquidation of the Fund in terms of subclause (13) or (14) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

22. TIMES OF DELIVERY

(1) No vehicle, van or other conveyance shall leave the premises of the employer for the purpose of delivering bread, cakes, confectionery or other goods or products earlier than 6 a.m. daily and no bread, cakes, confectionery or other goods or products shall be delivered to any buyer earlier than 6 a.m. on any day.

(2) No vehicle, van or other conveyance shall be employed on making deliveries of bread, cakes, confectionery or other goods or products after 5 p.m. on any day and no deliveries of bread, cakes, confectionery or other goods or products shall be made later than 5 p.m. on any day: Provided that the provisions of this subclause shall not apply—

(i) in respect of deliveries made on a Saturday when the Monday immediately following such Sunday is a statutory public holiday;

(10) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die reëls of omtrent die administrasie van die Fonds ten opsigte waarvan die lede van die Raad gelykop stem en tot geen ooreenkoms geraak nie, moet so 'n geskil verwys word na 'n arbiter oor wie hulle ooreenkomen, as hulle nie kan ooreenkomen nie, wat deur die Minister van Arbeid benoem word. Die arbiter se beslissing is final.

(11) Alle geldie wat die Raad as surplus vir sy vereistes beskou, kan by 'n bank of geregistreerde bougenootskap gedeponeer word of kan in Nasionale Spaarsertifikate belê word mits voldoende geld in so 'n likwiede vorm gehou word dat die Raad in staat sal wees om sy aanspreklikhede na te kom sodra so 'n eis aan hom gestel word.

(12) Die Raad moet volledige en suiwer rekenings van die Fonds laat hou en moet 'n jaarrekening vir die tydperk eindende 31 Desember elke jaar, van al die inkomste en uitgawes van die Fonds en 'n staat wat die bates en laste van die Fonds aantoon, laat opstel. Al sulke rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester/rekenmeesters moet wees, en sodanige rekenings en state moet saam met alle verslae daaroor deur genoemde ouditeur/ouditeurs binne drie maande na verkoop van die tydperk waarop dit betrekking het, aan die Nywerheidsregister gestuur word. 'n Afskrif van die jaarrekenings en blansstaat moet beskikbaar wees vir ondersoek deur lede van die Fonds.

(13) Ingeval die Raad ontbond word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel 34 (2) van die Wet bindend is, maak die lede van die Raad wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbond word, 'n bestuurskomitee uit wat moet aanhou om die Fonds te administreer: Met dien verstande egter dat 'n vakature wat in die komitee ontstaan, deur die Nywerheidsregister gevol kan word uit die gelede 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.

Ingeval so 'n komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Nywerheidsregister, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en so 'n trustee of trustees het al die bevoegdhede van die komitee vir sodanige doel. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie moet die Fonds deur die komitee of die trustees, na gelang van die geval, gelikwiede word op die manier uiteengesit in subklousule 15 van hierdie klousule, en as die sake van die Raad by so 'n verstryking alreeds gelikwiede en sy bates verdeel is, moet dié saldo van hierdie Fonds ooreenkombig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(14) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verval en 'n daaropvolgende ooreenkoms wat voorseening maak vir die voortsetting van die Fonds nie binne 'n tydperk van 24 maande na so 'n vervaldatum aangegaan word nie, of die Fonds nie deur die Raad binne sodanige tydperk oorgeplaas is na 'n ander fonds wat vir dieselfde doel ingestel is as dié waaroor die oorspronklike fonds in die lewe geroep is nie, moet die Fonds gelikwiede word soos in subklousule (15) van hierdie klousule voorgeskryf. Gedurende genoemde tydperk van 24 maande of tot tyd en wyl die Fonds oorgeplaas is na 'n ander fonds hierbovenoem van voortgeset word deur 'n daaropvolgende ooreenkoms, moet dit deur die Raad geadministreer word.

(15) By likwidasië van die Fonds ooreenkombig subklousule (13) of (14) van hierdie klousule, moet die geldie wat in die kredit van die Fonds oorbly na betaling van alle vorderings teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

22. AFLEWERINGSTYE

(1) Geen voertuig, bestelwa of ander vervoermiddel mag vóór 6-uur vm. daagliks die perseel van die werkgewer verlaat ten einde brood, koek, banket of ander goedere of produkte af te lever nie en geen brood, koek, banket of ander goedere of produkte mag vóór 6-uur vm. daagliks aan enige koper afgelever word nie.

(2) Geen voertuig, bestelwa of ander vervoermiddel mag na 5-uur nm. daagliks gebruik word om brood, koek, banket of ander goedere of produkte af te lever nie, en geen brood, koek, banket of ander goedere of produkte mag ná 5-uur nm. daagliks afgeliever word nie: Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie—

(i) ten opsigte van afleverings op 'n Saterdag, wanneer die Maandag wat onmiddellik op so 'n Sondag volg, 'n statutêre openbare vakansiedag is;

(ii) in respect of deliveries made on a Friday, when the Saturday immediately following such Friday is a statutory public holiday;

(iii) in respect of deliveries made on the day immediately prior to Christmas Day, when Christmas Day falls on any day of the week excluding a Saturday, Sunday or a Monday.

(3) No bread shall be sold before 6 a.m. on any day.

This Agreement signed on behalf of the parties on this 18th day of November 1971, at Port Elizabeth.

M. M. BRITO, Chairman of the Council.

W. FRANCIS, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

No. R. 604

14 April 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

**BAKING AND CONFECTIONERY INDUSTRY,
PORT ELIZABETH AND UITENHAGE**

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 Baking and Confectionery Industry, published under Government Notice R. 603 of 14 April 1972, to be, on the whole, not less favourable to 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; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to benefits in terms of clause 21 of the said Agreement.

M. VILJOEN, Minister of Labour.

CONTENTS

No.	PAGE
Labour, Department of GOVERNMENT NOTICES	
R. 603. Baking and Confectionery Industry, Port Elizabeth and Uitenhage	1
R. 604. Baking and Confectionery Industry, Port Elizabeth and Uitenhage	12

INHOUD

No.	BLADSY
Arbeid, Departement van GOEWERMENSKENNISGEWINGS	
R. 603. Bak- en Banketnywerheid, Port Elizabeth en Uitenhage	1
R. 604. Bak- en Banketnyerheid, Port Elizabeth en Uitenhage	12