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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1219

12 June 1981

INDUSTRIAL CONCILIATION ACT, 1956

BAKING AND/OR CONFECTIONERY INDUSTRY (CAPE).—TRAINING FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1986, 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) (a), 2 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1986, 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 areas specified in clauses 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1986, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 10, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1219

12 Junie 1981

WET OP NYWERHEIDSVERSOENING, 1956

BAK- EN/OF BANKETNYWERHEID (KAAP).—OPLEIDINGSFONDSSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en/of Banketnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1986 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 klousules 1 (1) (a), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1986 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1986 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

SCHEDULE

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

TRAINING FUND AGREEMENT

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

Western Cape Bakers' Association

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

Bakery Employees' Industrial Union

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

being the parties to the Industrial Council for the Baking and/or Confectionery Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Baking and/or Confectionery Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Goodwood, Kuils River, Somerset West, Strand, Stellenbosch, Paarl and Wellington.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section 48 of the Act and shall remain in force for a period of five years or for such period as may be determined by him.

3. DEFINITIONS

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

"Fund" means the Cape Baking and/or Confectionery Industry Training Fund established in terms of this Agreement;

"Main Agreement" means the latest Agreement of the Council published in terms of the Act, which prescribes wages for employees employed in the Industry;

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

"Training Centre" means the Cape Baking and/or Confectionery Industry Training Centre established by the Council in terms of this Agreement.

4. TRAINING FUND

(1) There is hereby established a Fund to be known as the "Cape Baking and/or Confectionery Industry Training Fund" for the purpose of establishing a training centre for the Baking and/or Confectionery Industry and for the purpose of providing training facilities for employees in the Industry.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of clause 6 of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled.

5. ADMINISTRATION OF FUND

(1) The administration of the Fund shall be vested in the Council.

(2) The expenses of administering the Fund shall be a charge against the Fund.

(3) All expenses in connection with the establishment of the Training Centre and the provision of training facilities for employees in the Industry shall be a charge against the Fund.

(4) The Council shall have power to—

(a) sanction all payments and expenditure on behalf of the Fund;

(b) engage and dismiss paid employees of the Training Centre, fix their remuneration and define their duties;

(c) appoint subcommittees to assist in the administration of the Fund;

(d) draft such rules as may be required for the successful administration of the Training Centre;

(e) perform all such other duties as the Council may deem necessary or desirable for the proper administration of the Fund.

BYLAE

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKETNYWERHEID (KAAP)

OPLEIDINGSFONDSOORENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangeaan tussen

Western Cape Bakers' Association

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

Bakery Employees' Industrial Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bak- en/of Banketnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Goodwood, Kuilsrivier, Somerset-Wes, Strand, Stellenbosch, Paarl en Wellington.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing—

(a) slegs op werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakleerlinge in sover as wat dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens aangeaan of 'n voorwaarde wat daarkragtens bepaal is nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir sodanige tydperk was wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, of die Hoofdooreenkoms omskryf word, het dieselfde betekenis as in dié Wet of Ooreenkoms, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Fonds" die Opleidingsfonds van die Bak- en/of Banketnywerheid (Kaap) wat ingevolge hierdie Ooreenkoms gestig is;

"Hoofdooreenkoms" die jongste Ooreenkoms van die Raad wat kragtens die Wet gepubliseer is en wat lone voorskryf vir werknemers in diens van die Nywerheid;

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

"Opleidingsentrum" die opleidingsentrum van die Bak- en/of Banketnywerheid (Kaap) wat ingevolge hierdie Ooreenkoms deur die Raad opgerig is.

4. OPLEIDINGSFONDS

(1) Hierby word daar 'n Fonds ingestel, bekend as die "Opleidingsfonds van die Bak- en/of Banketnywerheid (Kaap)" ten einde 'n opleidingsentrum vir die Bak en/of Banketnywerheid op te rig en ten einde opleidingsfasiliteite vir werknemers in die Nywerheid te verskaf.

(2) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds inbetaal word ooreenkomstig klousule 6 van hierdie Ooreenkoms;

(b) rente ontvang uit die belegging van die geld van die Fonds;

(c) alle ander bedrae waarop die Fonds geregtig word.

5. ADMINISTRASIE VAN FONDS

(1) Die administrasie van die Fonds berus by die Raad.

(2) Die administrasiekoste van die Fonds kom ten laste van die Fonds.

(3) Alle uitgawes in verband met die oprigting van die Opleidingsentrum en die verskaffing van opleidingsfasiliteite vir werknemers in die Nywerheid kom ten laste van die Fonds.

(4) Die Raad het die bevoegdheid om—

(a) namens die Fonds alle betalings en uitgawes goed te keur;

(b) besoldigde amptenare van die Fonds aan te stel en af te dank, hul besoldiging vas te stel en hul pligte te bepaal;

(c) subkomitees te benoem om met die administrasie van die Fonds behulpsaam te wees;

(d) die nodige reëls op te stel vir die suksesvolle administrasie van die Opleidingsentrum;

(e) al die ander pligte wat die Raad vir die behoorlike administrasie van die Fonds wenslik of nodig ag, na te kom.

(5) A copy of the rules of the Fund, if any, and any amendments thereof shall be lodged with the Director-General of Manpower Utilisation.

6. CONTRIBUTIONS TO THE FUND

(1) For the purpose of meeting the expenses of the Fund, the Fund shall maintain and administer its own funds which shall be vested in the Fund and shall be financed by the money and assets standing to the credit of the Fund and by contributions to be made by employers and employees and such contributions shall be of the amounts and shall be made in the manner prescribed in this clause.

(2) Every employer shall contribute to the Fund an amount of 50c per week per employee.

(3) Such contributions shall be calculated for each calendar month and shall be remitted by the employer by not later than the 10th day of the following month, to the Secretary of the Council, P.O. Box 1536, Cape Town, accompanied by a statement duly completed and signed by such employer.

7. FINANCE

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. Payments from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council.

(2) Moneys in the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

- (a) stock of the Government of the Republic of South Africa;
- (b) National Savings Certificates;
- (c) Post Office savings accounts or certificates;
- (d) savings accounts, permanent shares or fixed deposits in building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

(3) The Council shall appoint a public accountant whose remuneration shall be paid out of the fund.

The accounts shall be audited every 12 months for the period ended 31 December and a copy shall be transmitted to the Director-General of Manpower Utilisation.

8. DISSOLUTION OF FUND

(a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Training Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds or other body constituted for substantially the same purposes as those for which this Training Fund was created: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(b) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of one year referred to in subclause (a), then, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section 34 (2) of the Act and the Fund shall be liquidated in the manner laid down in clause 9 of this Agreement: Provided that the duties in connection with such liquidation shall be performed by the Cape Chamber of Industries or such other body or person as the Registrar may appoint.

9. LIQUIDATION

Upon liquidation of the Fund in terms of clause 8, 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. If the affairs of the Council have already been wound up and its assets distributed the balance of 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.

10. AGENTS

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

11. EXEMPTIONS

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

(5) 'n Afskrif van die reëls van die Fonds (as daar is) en alle wysigings daarvan moet aan die Direkteur-generaal van Mannekragbenutting gestuur word.

6. BYDRAES TOT DIE FONDS

(1) Ten einde die uitgawes van die Fonds te bestry, moet die Fonds sy eie fondse in stand hou, administreer en daarvoor beskik, en sodanige fondse moet gefinansier word uit geld en bates wat in die krediet van die Fonds staan en uit bydraes wat werkgewers en werknemers moet betaal, en sodanige bydraes moet bestaan uit dié bedrae en betaal word op dié wyse wat in hierdie klousule voorgeskryf word.

(2) Elke werkgewer moet 'n bedrag van 50c per week per werknemer bydra.

(3) Sodanige bydraes moet vir elke kalendermaand bereken word en moet voor of op die 10de dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, gestuur word tesame met 'n staat behoorlik deur sodanige werkgewer ingevul en onderteken.

7. FINANSIES

(1) Alle geld deur die Fonds ontvang, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. Betalings uit die Fonds moet per tjek geskied geteken deur dié persone wat van tyd tot tyd deur die Raad gemagtig word.

(2) Geld in die Fonds wat nie vir sy uitgawes nodig is nie, moet belê word net in—

- (a) effekte van die Regering van die Republiek van Suid-Afrika;
- (b) Nasionale Spaarsertifikate;
- (c) Poskantoor spaarrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in bogenootskappe of banke; of
- (e) op enige ander wyse deur die Nywerheidsregistrator goedgekeur.

(3) Die Raad moet 'n openbare rekenmeester aanstel wie se besoldiging uit die Fonds betaal moet word.

Die rekenings moet elke 12 maande vir die tydperk geëindig 31 Desember geouditeer word en 'n kopie moet aan die Direkteur-generaal van Mannekragbenutting gestuur word.

8. ONTBINDING VAN FONDS

(a) Ingeval hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die Opleidingsfonds steeds geadministreer word deur die Raad totdat dit of gelikwider of deur die Raad oorgeplaas word na 'n ander fonds of fondse of ander liggaam wat in die lewe geroep is vir hoofsaaklik dieselfde doeleindes as dié waarvoor hierdie Opleidingsfonds gestig is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne een jaar na verstryking van hierdie Ooreenkoms nie, of as die Fonds nie soos voornoem binne sodanige tydperk oorgeplaas word nie, die Fonds gelikwider moet word.

(b) Ingeval die Raad gedurende die geldigheidsduur van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van een jaar in subklousule (a) bedoel, ontbind word, moet bydraes tot die Fonds, ondanks andersluidende bepalinge in hierdie Ooreenkoms, gestaak word met ingang van die dag na die datum waarop die kennisgewing van die ontbinding van die Raad ingevolge artikel 34 (2) van die Wet in die *Staatskoerant* gepubliseer word, en moet die Fonds op die wyse in klousule 9 van hierdie Ooreenkoms bepaal, gelikwider word: Met dien verstande dat die pligte in verband met sodanige likwidasië deur die Kaapse Kamer van Nywerhede of dié ander liggaam of persoon wat die Registrateur benoem, verrig moet word.

9. LIKWIDASIE

Wanneer die Fonds kragtens klousule 8 gelikwider word, moet die geld wat in die krediet van die Fonds bly staan na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-uitgawes, in die algemene fondse van die Raad gestort word. Indien die Raad reeds ontbind en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

10. AGENTE

Die Raad kan een of meer persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgewer om sodanige persoon (persone) toe te laat om sy bedryfsinrigting binne te gaan en dié navrae te doen en dié dokumente, boeke, betaalstate en betaalboekerte te ondersoek, en dié individue te ondervra wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

11. VRYSTELLINGS

Die Raad kan om 'n afdoende rede, aan of ten opsigte van enige persoon, voorwaardelik on andersins, vrystelling van eenige van die bepalinge van hierdie Ooreenkoms verleen.

12. INDEMNITY

The members of the Council and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrong-doing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

Signed at Cape Town on behalf of the parties on this 20th day of February 1981.

D. M. TURNER, Chairman.

J. C. A. DANIELS, Vice-Chairman.

J. D. F. COLINESE, Secretary.

12. VRYWARING

Die lede van die Raad en hul plaasvervangers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens 'n onbehoorlike belegging wat te goeder trou gemaak is of weens optrede in hul bona fide-administrasie van die Fonds of weens die nalatigheid of bedrog van 'n agent of werknemer wat in diens is, afgesien daarvan of die indiensneming van sodanige werknemer streng noodsaaklik was of nie, of weens optrede of versuim aan die kant van sodanige lede of plaasvervangers wat te goeder trou gemaak is of weens 'n ander saak of ding, behalwe 'n individuele voorbedagte of bedrieglike onregmatige daad aan die kant van sodanige lede op plaasvervangers, wat aanspreeklik gehou mag word. Sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir alle aanspreeklikheid wat deur hom aangegaan is as verweerder in 'n geding, hetsy siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye, op hede die 20ste dag van Februarie 1981 te Kaapstad onderteken.

D. M. TURNER, Voorsitter.

J. C. A. DANIELS, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris.

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