

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 992

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.1196.]

[12 Julie 1968.

WET OP NYWERHEIDSVERSOENING, 1956

LEKKERGOEDNYWERHEID, PORT ELIZABETH

HOOFOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir die werkgever en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het; en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.1196.]

[12th July, 1968.

INDUSTRIAL CONCILIATION ACT, 1956

**SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH**

MAIN AGREEMENT

I MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (h) and 20 to 23 (inclusive), shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of 4 October 1963 fell within the Magisterial District of Port Elizabeth; and

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (h) en 20 tot en met 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, in die landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, *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.

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH

OOREENKOMS

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

Turnwrights Chocolates and Sweets Limited

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

Sweet Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid bepaal ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig, en bly van krag vir die tydperk wat eindig op 30 Junie 1969 of sodanige ander tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

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

„assistent-voorman”, ’n werknemer wat ’n voorman by die verrigting van sy werk help, en wat tydens sy afwesigheid namens hom kan optree;

„assistent-voorvrou”, ’n vroulike werknemer wat ’n voorvrou by die verrigting van haar werk help, en wat tydens haar afwesigheid namens haar kan optree;

„assistent-pakhuisopsigter”, ’n werknemer, uitgesonderd ’n versendingsklerk en ’n arbeider, wat die pakhuisopsigter met sy werk help;

„ketelbediener”, ’n werknemer wat ’n stoomketel stook en die waterstand en stoomdruk op peil hou;

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of 4 October 1963 fell within the Magisterial District of Port Elizabeth, and from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (h) and 20 to 23 (inclusive), shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH

AGREEMENT

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

Turnwrights Chocolates and Sweets Limited

(hereinafter called “the employers”), of the one part and the

Sweet Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 30th June, 1969, or such other period as may be determined by him.

3. DEFINITIONS

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

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

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

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

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

- „los arbeider”, 'n arbeider wat hoogstens drie dae in een week by dieselfde werkgever in diens is;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig, asook 'n pakhuissopsigter, kassier, versendingsklerk en telefonis;
- „klerklike werknemer, gekwalifiseer, manlik”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, manlik”, 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „klerklike werknemer, gekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer, vroulik”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „kleedkameropsigter”, 'n werknemer wat toesig hou oor 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere bêre, of oor sluitkaste waarin 'n werknemer sy besittings kan bewaar;
- „ononderbroke diens”, ononderbroke diens by dieselfde werkgever, met inbegrip van alle onderbroke dienstydperke van hoogstens drie maande op een keer;
- „Raad”, die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, geregistreer ingevolge artikel 19 van die Nywerheidsversoeningwet, 1937, en as geregistreer geag kragtens artikel 19 van die Wet op Nywerheidsversoening, 1956, soos gewysig;
- „lettersetter”, 'n werknemer wat 'n lettersetmasjien bedien wat nie 'n etiket-oordrukmasjien is nie, en/of letters, blokke, plate en/of ander nodige materiaal set, rangskik en in posisie plaas om te druk- of reliëfwerk te verrig of rubberstempels daarvan te maak en/of sodanige materiaal na verbruik versprei;
- „versendingsklerk”, 'n werknemer wat klerklike werk verrig en verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, weeg en/of byeenbring van sodanige goedere, die natel van pakkette en die adresseer daarvan;
- „bedryfsinrigting”, 'n perseel waarop die lekkergoedbedryf beoefen word en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word;
- „ondervinding”, met betrekking tot—
- 'n lekkergoedmaker, handelsreisiger of algemene werker: Die totale tydperk of tydperke waartydens 'n werknemer onderskeidelik as lekkergoedmaker, reisiger of algemene werker in diens was: Met dien verstande dat in die geval van 'n lekkergoedmaker met ondervinding as algemene werker, elke ses maande sodanige ondervinding aan drie maande ondervinding as 'n lekkergoedmaker gelyk geag word; voorts met dien verstande dat altesaam hoogstens twaalf maande ondervinding as algemene werker kan geld as ondervinding as lekkergoedmaker.
 - 'n klerklike werknemer: Die totale tydperk of tydperke wat 'n werknemer as klerklike werknemer in diens was, ongeag die bedryf waarin die ondervinding opgedoen is;
- „voorman”, 'n werknemer wat toesig het oor die werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;
- „voorvrou”, 'n vroulike werknemer wat onder toesig van 'n voorman of assistent-voorman toesig het oor die vroulike algemene werknemers in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting, en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;
- „algemene werker”, 'n werknemer wat een of meer van ondervermelde werksaamhede verrig—
- neute, kakaoboontjies, of ander grondstowwe skoonmaak en/of sorteer;
 - kakaoboontjies, neute, vrugte of ander grondstowwe rooster of kook, sonder om verantwoordelikheid te aanvaar vir die graad van rooster of kook;
 - die kiem uit kakaoboontjies wan of verwyder;
 - 'n raffineermasjien, skulpmasjien, tempermasjien, roostermasjien, wammasjien, maalmasjien, vormmasjien of ander masjien bedien;
 - neute of vrugte uitdop, ontpit, skil of droog;
 - vrugte of ander grondstowwe fyn- of platdruk of in die regte grootte sny;
 - bestanddele afweeg (dog nie volgens 'n vaste skaal nie);
 - vooraafgemengde geurmiddels ingiet;
 - lekkergoed in vorms plaas, uit vorms haal, fatsoeneer en uitgiet en in stysel plaas, dit weer uithaal of die stysel daarvan verwyder;

- „casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;
- „clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- „clerical employee, qualified, male” means a male clerical employee who has had not less than five years' experience;
- „clerical employee, unqualified, male” means a male clerical employee who has had less than five years' experience;
- „clerical employee, qualified, female,” means a female clerical employee who has had not less than four years' experience;
- „clerical employee, unqualified, female,” means a female clerical employee who has had less than four years' experience;
- „cloakroom attendant” means an employee who is in charge of a change-room in which an employee may change or store his clothing or of lockers in which an employee may store his effects;
- „continuous service” means continuous service with the same employer and shall include any broken periods of employment not exceeding three months during any one period;
- „Council” means the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, registered in terms of section nineteen of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956, as amended;
- „compositor” means an employee engaged in operating a type-setting machine, other than a label overprinting machine, and/or the setting or arranging of type, blocks, plates, and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such material after use;
- „despatch clerk” means an employee who is engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and addressing thereof;
- „establishment” means any premises on which the Sweet Manufacturing Industry is carried on and which would be registrable under the Factories, Machinery and Building Work Act, 1941, as amended;
- „experience” means in relation to—
- a sweetmaker, traveller or general worker, the total period or periods, of employment which an employee has had as a sweetmaker, traveller or general worker respectively; provided that in the case of a sweetmaker who has had experience as a general worker, each six months of such experience shall be deemed to be equivalent to three months' experience as a sweetmaker; provided further that experience as a general worker shall not be deemed to be experience as a sweetmaker for longer than 12 months in the aggregate;
 - a clerical employee, the total period or periods of employment which an employee has had as a clerical employee, irrespective of the trade in which such experience was gained;
- „foreman” means an employee who is in charge of employees in an establishment or in a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;
- „forewoman” means a female employee who, under the supervision of a foreman or assistant foreman, is in charge of the female general workers in an establishment or in a department of an establishment and who is responsible for the efficient performance by them of their duties;
- „general worker” means an employee who is engaged in one or more of the following operations—
- cleaning and/or sorting nuts, cocoa beans, or other raw materials;
 - roasting or boiling cocoa beans, nuts, fruit or other raw materials without responsibility for the degree of the roasting or boiling;
 - winnowing or removing the germ from cocoa beans;
 - operating a refining machine, conching machine, tempering machine, roasting machine, winnowing machine, grinding mill or moulding or other machine;
 - shelling, stoning, peeling or drying nuts or fruits;
 - crushing or cutting to size fruits or other raw materials;
 - weighing ingredients (other than to a fixed scale);
 - pouring ready-mixed flavours;
 - moulding, demoulding, shaping, pouring, depositing into, removing from and cleaning sweets of starch;

- (f) deeg, pasta of ander suiker- en/of sjokoladepreparate voer, kristalliseer, trek, rol, sny en uitstempel;
- (k) indoop en bedek;
- (l) vrugte, neute en ander eetbare stowwe vermeng met of plaas in lekkergoedpreparate;
- (m) kartondose maak;
- (n) goedere verpak vir voorraad of versending, met uitsondering van die plasing van verpakte artikels van gelyke grootte en getalle in houers wat spesiaal gemaak is om hulle te bevat;
- (o) bestelde goedere byeenbring en hulle kontroleer;
- (p) etiketteer en/of toedraai;
- (q) bereiding- of mengwerk doen wat nie by die werksaamhede in die woordomskriving van „arbeider” inbegrepe is nie;

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

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

„groepleier of spanopsigter”, ’n vroulike werknemer wat onder toesig van ’n voorman of assistent-voorman, voorvrou of assistent-voorvrou, beheer en toesig uitoefen oor die werk van ’n groep of afdeling algemene werkers;

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

- (a) goedere, materiaal, toestelle, installasies, masjinerie, gereedskap of ander voorwerpe optel, dra, verskuif of opstapel;
- (b) persele, voertuie, diere, masjinerie, bakke, panne, kiste, vorms, blikke, toestelle of meubels skoonmaak of was;
- (c) vuur maak of aan die brand hou;
- (d) vullis verwyder;
- (e) briewe, boodskappe of goedere te voet of per fiets, driewieler of handkar aflewer;
- (f) laai of aflaai;
- (g) kiste, bale of pakkette oopmaak, toemaak of merk;
- (h) styselbakke met die hand vul en leegmaak;
- (i) suiker of ander bestanddele in stoom- of ander panne roer, maar nie termometers aflees of stoomdruk reguleer nie;
- (j) houtkissies of riefelkartonhouers aanmekaarsit;
- (k) raffineerders, roostermasjiene, wannermasjiene, maal- en vormmasjiene vul en leegmaak, maar nie sodanige masjiene bedien nie;
- (l) tee of soortgelyke drankte maak;
- (m) bestanddele in mengmasjiene of panne sit, maar nie stroop in draaiende panne giet nie;
- (n) stysel in „buck”-masjiene voer;
- (o) suiker of glukose volgens ’n vaste skaal of maat afweeg of afmeet;
- (p) verpakte artikels van gelyke grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;

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

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

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

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

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

„’n masjien bedien”, ook die versorging, aansit of stopsit van die betrokke masjien, asook vol- of leegmaak;

- (j) running, crystallising, pulling, rolling, cutting and stamping dough, paste or other preparations of sugar and/or chocolate;
- (k) dipping and coating;
- (l) incorporating and/or depositing fruits, nuts and other edible materials into sweet preparations;
- (m) cardboard box making;
- (n) packing goods for stock or despatch other than placing packed articles of uniform size and number into containers specially made to contain them;
- (o) assembling and checking orders;
- (p) labelling and/or wrapping;
- (q) preparing or mixing other than in operations included in the definition of „labourer”;

„general worker, qualified,” means a general worker who has had not less than fifteen months’ experience;

„general worker, unqualified,” means a general worker who has had less than fifteen months’ experience;

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

„labourer” means an employee engaged in one or more of the following operations—

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

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

„mechanic” means a skilled tradesman or artisan, and for the purpose of this definition the expression „skilled tradesman or artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

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

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

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

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

- „deeltjydse motorvoertuigbestuurder”, ’n werknemer wat altesaam hoogstens twee uur per dag ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing dek „’n motorvoertuig bestuur” alle tydperke waartydens bestuur word en enige tyd wat die bestuurder bestee aan die uitoefening van beheer oor die voertuig of aan werk in verband met die voertuig of vrag;
- „degelpersdrukker”, ’n werknemer wat bevoeg is om werk voor te berei en dit op ’n degelpers (uitgesonderd ’n degelpers met ’n outomatiese voerder, wat groter as tien duim by vyftien duim is, of ’n etiket-oordrukmasjien) te druk; en ook om vorms in die masjienvormraam vas te sluit;
- „monsterjong”, ’n werknemer wat ’n handelsreisiger op sy rondtes vergesel, hom help om sy monsters te verpak, uit te pak of te vertoon, en die motorvoertuig mag bestuur wat die handelsreisiger vir sy werk gebruik;
- „korttyd”, ’n tydelike vermindering van die getal gewone werke as gevolg van ’n algemene bedryfssteuring weens onklaarheid van installasie of masjinerie, of dreigende of naderende onbruikbaarheid van geboue as gevolg van ’n ongeluk of ’n ander onvoorsiene noodtoestand, of bedryfs-lapte of grondstoftekort;
- „pakhuisopsigter”, ’n werknemer wat algemene beheer uitoefen oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bere, verpak of uitpak van goedere in ’n magasyn of pakhuis en/of aflewering van goedere uit ’n magasyn of pakhuis, aan die verbruiksafdelings in ’n bedryfsinrigting, of vir versending;
- „lekkergoedmaker”, ’n werknemer wat lekkergoed maak en vir die maak van lekkergoed verantwoordelik is van die tyd dat die bestanddele vir die eerste keer in die meng- of kookbakke of draaiende panne geplaas word, totdat die lekkergoedmassa gereed is om stukkend gesny, gefatsoeneer, gesorteer, toegedraai of andersins bewerk te word, of pangoedere gereed is om uit die panne verwyder te word, en/of, in die geval van sjokolade, van die begin van die rooster van die boontjies totdat die sjokolade gereed is om gevorm, gegiet, toegedraai, vir indoop of bedekking aangewend, of andersins bewerk te word;
- „lekkergoedmaker, gekwalifiseer”, ’n lekkergoedmaker met minstens vyf jaar ondervinding;
- „lekkergoedmaker, ongekwalifiseer”, ’n lekkergoedmaker met minder as vyf jaar ondervinding;
- „lekkergoednywerheid”, sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers meedoen aan die vervaardiging van lekkergoed in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer moet word, en omvat dit—
- die vervaardiging van alle kommoditeite of bestanddele wat gebruik word vir die vervaardiging van lekkergoed, as dit onderneem word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed onderneem; en
 - alle werksaamhede wat gepaard gaan met, of voortspuit uit, die vervaardiging van lekkergoed of van sodanige kommoditeite of bestanddele, wat deur enige van die werkgewers van sodanige werknemers onderneem word;
- „handelsreisiger”, ’n werknemer wat buite sy werkgewer se bedryfspersel bestellings werf of afhaal;
- „handelsreisiger, gekwalifiseer”, ’n handelsreisiger met minstens vier jaar ondervinding;
- „handelsreisiger, ongekwalifiseer”, ’n handelsreisiger met minder as vier jaar ondervinding;
- „onbelaste gewig”, die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n motorvoertuig of sleepwa, uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;
- „wag”, ’n werknemer wat persele of ander eiendom bewaak;
- „welsynsbeampte”, ’n werknemer wat die houer is van ’n geldende eerstehulpertifikaat uitgereik deur enige van ondervermelde organisasies, naamlik—
- Die Rooikruisvereniging van Suid-Afrika;
 - die St. John Ambulance Association;
 - die Noodhulpiga van Suid-Afrika;
- en wat verantwoordelik is vir ’n eerstehulpkamer;
- „loon”, daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaal moet word ten opsigte van die gewone werke in klousule 6 bepaal: Met dien verstande dat, as ’n werkgewer ’n werknemer vir sy gewone werke gereeld ’n hoër bedrag betaal as in klousule 4 voorgeskryf, dit sodanige hoër bedrag beteken.
- „part-time motor vehicle driver” means an employee engaged in driving a motor vehicle for not more than two hours in the aggregate on any day and for the purposes of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;
- „platen pressman” means an employee who is able to make ready and print work on a platen machine (other than a platen machine with an automatic feed, larger than 10 inches by 15 inches or a label overprinting machine), including locking up forms in the machine chase;
- „sample boy” means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples, and who may drive the motor vehicle used by the traveller in the performance of his duties;
- „short-time” means a temporary reduction in the number of ordinary hours of work due to a general breakdown of plant or machinery or a threatened or imminent breakdown of buildings, caused by accident or other unforeseen emergency, or to slackness of trade or shortage of raw material;
- „storeman” means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse, and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;
- „sweetmaker” means an employee who is engaged in and is responsible for the making of sweets from the time when the ingredients are first brought to the mixing or cooking vessels or revolving pans until the sweet mass is ready to be cut, shaped, sized, wrapped or otherwise fabricated or pan goods are ready to be removed from the pan, and/or in the case of chocolate, from the commencement of the roasting of the beans until the chocolate is ready to be formed, pored, wrapped, used for dipping or coating or otherwise fabricated;
- „sweetmaker, qualified,” means a sweetmaker who has had not less than five years’ experience;
- „sweetmaker, unqualified,” means a sweetmaker who has had less than five years’ experience;
- „Sweet Manufacturing Industry” means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are registrable under the Factories, Machinery and Building Work Act, 1941, as amended, and includes—
- the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
 - all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;
- „traveller” means an employee engaged in soliciting or collecting orders outside the establishment of his employer;
- „traveller, qualified,” means a traveller who has had not less than four years’ experience;
- „traveller, unqualified,” means a traveller who has had less than four years’ experience;
- „unladen weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;
- „watchman” means an employee engaged in guarding premises or other property;
- „welfare officer” means an employee who holds a current certificate of competency in first aid issued by any of the following organizations—
- Red Cross Society of South Africa;
 - St. John Ambulance Association;
 - Noodhulpiga van Suid-Afrika;
- and who is in charge of a first-aid room;
- „wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6 provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount.

4. BESOLDIGING

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

	Per week R
Voorman	32.00
Assistent-voorman	28.00
Voorvrou	23.00
Assistent-voorvrou	20.00
Groepleier of spanopsigter	13.50
Lekkergoedmaker, gekwalifiseer	30.00
Lekkergoedmaker, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding	12.50
Gedurende tweede ses maande ondervinding	13.10
Gedurende derde ses maande ondervinding	13.60
Gedurende vierde ses maande ondervinding	16.20
Gedurende vyfde ses maande ondervinding	16.70
Gedurende sesde ses maande ondervinding	18.80
Gedurende sewende ses maande ondervinding	20.90
Gedurende agtste ses maande ondervinding	23.00
Gedurende negende ses maande ondervinding	24.80
Gedurende tiende ses maande ondervinding	25.90
Klerklike werknemer, manlik, gekwalifiseer	24.00
Klerklike werknemer, manlik, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	9.70
Gedurende tweede jaar ondervinding	12.50
Gedurende derde jaar ondervinding	15.40
Gedurende vierde jaar ondervinding	18.30
Gedurende vyfde jaar ondervinding	21.20
Klerklike werknemer, vroulik, gekwalifiseer	17.20
Klerklike werknemer, vroulik, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	9.10
Gedurende tweede jaar ondervinding	11.00
Gedurende derde jaar ondervinding	12.90
Gedurende vierde jaar ondervinding	14.80
Assistent-pakhuisopsigter	15.00
Welsynsbeampte	16.00
Kleedkameropsigter	11.00
Instandhouer	18.20
Werktuigkundige	35.00
Motorvoertuigbestuurder:—	
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa wat deur sodanige voertuig getrek word:—	
(i) Hoogstens 6,000 lb. is	15.80
(ii) Meer as 6,000 lb. is	23.30
Deeltydse motorvoertuig bestuurder	9.70
Monsterjong	10.10
Handelsreisiger, gekwalifiseer	32.31
Handelsreisiger, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	24.00
Gedurende tweede jaar ondervinding	26.00
Gedurende derde jaar ondervinding	28.00
Gedurende vierde jaar ondervinding	31.00
Ketelbediener	9.50
Wag	9.50
Algemene werker, gekwalifiseer	10.50
Algemene werker, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	8.25
Gedurende die volgende twaalf maande ondervinding	9.70
Om 'n sjokolade-omkleër op die voerband te plaas en dit af te haal, dog nie met inbegrip van bediening van die masjien nie:—	
Gedurende die eerste ses maande ondervinding	8.25
Daarna	9.25
Arbeider:—	
(a) 18 jaar of ouer:—	
Gedurende eerste ses maande diens	8.25
Daarna	8.75
(b) Jonger as 18 jaar:—	
Gedurende eerste ses maande diens	7.50
Daarna	8.00

Los arbeider:

Vir elke dag, of gedeelte van 'n dag diens, een-vyfde van die maksimum loon soos vir 'n arbeider voorgeskryf.

4. REMUNERATION

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder; provided that in classifying an employee for the purpose of this clause, he shall be deemed to be in the class in which he is wholly or mainly employed—

	Per week R
Foreman	32.00
Assistant foreman	28.00
Forewoman	23.00
Assistant forewoman	20.00
Group leader or team supervisor	13.50
Sweetmaker, qualified	30.00
Sweetmaker, unqualified:—	
During the first six months' experience	12.50
During the second six months' experience	13.10
During the third six months' experience	13.60
During the fourth six months' experience	16.20
During the fifth six months' experience	16.70
During the sixth six months' experience	18.80
During the seventh six months' experience	20.90
During the eighth six months' experience	23.00
During the ninth six months' experience	24.80
During the tenth six months' experience	25.90
Clerical employee, male, qualified	24.00
Clerical employee, male, unqualified:—	
During the first year of experience	9.70
During the second year of experience	12.50
During the third year of experience	15.40
During the fourth year of experience	18.30
During the fifth year of experience	21.20
Clerical employee, female, qualified	17.20
Clerical employee, female, unqualified:—	
During the first year of experience	9.10
During the second year of experience	11.00
During the third year of experience	12.90
During the fourth year of experience	14.80
Assistant storeman	15.00
Welfare officer	16.00
Cloakroom attendant	11.00
Maintenance Man	18.20
Mechanic	35.00
Motor vehicle driver:—	
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer drawn by such vehicle:—	
(i) does not exceed 6,000 lbs.	15.80
(ii) exceeds 6,000 lbs.	23.30
Part-time motor vehicle driver	9.70
Sample boy	10.10
Traveller, qualified	32.31
Traveller, unqualified:—	
During the first year of experience	24.00
During the second year of experience	26.00
During the third year of experience	28.00
During the fourth year of experience	31.00
Boiler attendant	9.50
Watchman	9.50
General Worker, qualified	10.50
General Worker, unqualified:—	
During the first three months of experience	8.25
During the next twelve months of experience	9.70
Putting on and taking off from the conveyor belt of a chocolate enrober, excluding the operating of the machine:—	
During the first six months of experience	8.25
Thereafter	9.25
Labourer:—	
(a) 18 years of age or over:—	
During the first six months of employment	8.25
Thereafter	8.75
(b) Under 18 years of age:—	
During the first six months of employment	7.50
Thereafter	8.00

Casual Labourer:

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

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

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

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

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

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

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

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

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

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

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

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

(a) moet 'n handelsreisiger—

- (1) wat in die loop van enige reis wat ter uitvoering van sy pligte onderneem word, vir 'n tydperk van langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—
 - (i) deur sy werkgever vergoed word vir alle koste wat redelikerwyse deur hom aangegaan word vir etes en tee wat hy nuttig gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of
 - (ii) deur sy werkgever 'n verblyftoelae van minstens R2.25 betaal word vir elke nag, indien sodanige tydperk van afwesigheid oor een of meer nagte strek;

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

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

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

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

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

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

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

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

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

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

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

(5) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) or (2) of this clause for an employee of his class.

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

(a) a traveller—

- (1) who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be—
 - (i) reimbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not exceeding over a night; or
 - (ii) paid by his employer a subsistence allowance of not less than R2.25 for each night where such period of absence extends over one or more nights;

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

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

- (3) wat self 'n motorvoertuig vir die uitvoering van sy pligte moet of mag voorsien, deur sy werkgever 'n inklusiewe vervoertoelae betaal word van minstens ses en 'n half sent vir elke myl wat hy in die loop van sy pligte in sodanige voertuig aflê;
- (b) moet 'n monsterjong 'n onderhoudstoelae van minstens 50 sent betaal word ten opsigte van elke nag wat in die loop van enige reis elders deurgebring word as by die reisiger se hoofkwartier.
- (8) Alle toelae en onkoste wat ooreenkomstig subklousule (7) (a) van hierdie klousule aan 'n handelsreisiger betaal moet word, moet binne sewe dae na die reisiger se skriftelike eis daarom deur sy werkgever betaal word: Met dien verstande dat 'n handelsreisiger sodanige eis moet instel binne een maand nadat hy daarop geregtig geword het, dog hoogstens een eis in enige enkele week mag instel.

5. BETALING VAN BESOLDIGING

- (1) 'n *Werknemer, uitgesonderd 'n los arbeider*.—Behoudens die bepalings van klousules 4 (8) en 7 (3), moet enige bedrag wat aan 'n werknemer verskuldig is, wekeliks of, as die werkgever en werknemer skriftelik aldus ooreengekom het, maandeliks, in kontant betaal word gedurende werkure op die gebruikelike betaaldag van die bedryf, of by diensbeëindiging indien dit voor die gebruikelike betaaldag plaasvind, en moet in 'n koevert of ander houer wees waarop die name van die werkgever en die werknemer, werknemer se beroep, getal gewone ure en oortydure wat gewerk is, asook nagskofwerk, die verskuldigde besoldiging en die tydperk waarvoor besoldiging geskied, vermeld word.
- (2) *Los arbeider*.—'n Werkgever moet die besoldiging wat aan sy los arbeider verskuldig is, in kontant by laasgenoemde se diensbeëindiging betaal.
- (3) *Premies*.—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen direkte of indirekte besoldiging aan 'n werknemer betaal of deur hom aangeneem word nie.
- (4) *Koop van goedere*.—Geen werkgever mag van sy werknemer verlang dat hy goedere van hom of van 'n persoon of winkel wat deur hom aangewys word, koop nie.
- (5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoe-arbeid, 1964, mag 'n werkgever sy werknemer nie verplig om by hom of by 'n persoon of plek wat deur hom aangewys word, sy maaltye te nuttig en/of daar in te woon nie.
- (6) *Boetes en aftrekkings*.—'n Werkgever mag sy werknemer geen boetes opleë nie en geen aftrekkings van sy besoldiging doen nie, uitgesonderd—
- (a) onderworpe aan die skriftelike toestemming van sy werknemer, aftrekkings vir verlof, siekteversekerings-, voorsorgs- of pensioenfondse;
- (b) behoudens die bepalings van klousule 8, wanneer sy werknemer om 'n ander rede as in opdrag of op versoek van sy werkgever van die werk wegbly, of weens 'n ongeluk of siekte afwesig is, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;
- (c) aftrekking van enige bedrag wat 'n werkgever kragtens enige statutêre wet of ingevolge 'n bevel van 'n bevoegde hof moet of mag doen;
- (d) wanneer die gewone werkure soos in klousule 6 (1) voorgeskryf weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering, 'n aftrekking van een vier-en-veertigste van die weekloon in klousule 4 (1) of 4 (2) voorgeskryf: Met dien verstande dat in die geval van 'n werkstilstand as gevolg van omstandighede buite 'n werknemer se beheer, die werkgever aan sodanige werknemer 'n minimum van vyf-en-dertig werkure per week, of besoldiging in stede daarvan, moet waarborg; en voorts met dien verstande dat geen aftrekking gedoen mag word nie—
- (i) in die geval van korttyd wat ontstaan uit 'n tydelike bedryfslapte of grondstowwetekort, tensy die werkgever sy werknemer minstens vier-en-twintig uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;
- (ii) in die geval van korttyd wat ontstaan uit algemene onbruikbaarheid van geboue of onklarheid van installasies of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur waarin nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk sal wees nie;
- (e) ten opsigte van elke openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n aftrekking van een-vyfde van die weekloon wat hy onmiddellik voor so 'n openbare vakansiedag ontvang het;

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

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

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

5. PAYMENT OF REMUNERATION

- (1) *An Employee Other Than a Casual Labourer*.—Save as is provided in Clause 4 (8) and 7 (3) any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto, in writing during the hours of work in the usual pay-day of the establishment or on termination of employment, if this takes place before the usual pay-day, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary, overtime and night shift hours worked, the remuneration due and the period in respect of which payment is made.

- (2) *Casual Labourer*.—An Employer shall pay the remuneration due to his casual labourer in cash on termination of his employment.

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

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

- (5) *Board and Lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, and the Bantu Labour Act, 1964, an employer shall not require an employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee a deduction for holiday, sick insurance, Provident or Pension Fund;
- (b) save as provided in clause 8, when his employee absents himself from work other than on the instructions or at the request of his employer or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make;

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

- (i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

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

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

- (f) as 'n werknemer toestem, of as daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom verlang word dat hy etes en/of huisvesting van sy werkgewer aanneem, 'n aftrekking van hoogstens onderstaande bedrae—

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

- (g) Bydraes ter bestryding van die Raad se koste ingevolge klousule 18 van hierdie Ooreenkoms;
- (h) Aftrekkings ingevolge klousule 23 van hierdie Ooreenkoms.

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

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

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

Met dien verstande dat geen vroulike werknemer toegelaat word om—

- (a) tussen 6-uur nm. en 6-uur vm.;
- (b) op meer as 5 dae in een enkele week na 1-uur nm. te werk nie.

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

(3) *Etenspouses.*—'n Werkgewer mag sy werknemer nie gelas of toelaat om langer as vyf agtereenvolgende ure op 'n enkele dag te werk nie sonder 'n onderbreking van minstens een uur, waarin geen werk verrig mag word nie, en die onderbreking word nie geag deel van die gewone werkure of oortyd te wees nie: Met dien verstande dat—

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

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

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

waarin 'n werknemer nie verplig of toegelaat mag word om werk te verrig nie, en sodanige ruspouse word geag deel van die gewone werkure te wees.

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

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

(7) *Beperking van oortydwerk.*—Geen werkgewer mag 'n werknemer gelas of toelaat om langer oortydwerk te doen as hieronder uiteengesit nie—

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

Met dien verstande dat geen werkgewer in die geval van 'n vroulike werknemer oortydwerk soos volg mag eis of toelaat nie—

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

(8) *Besoldiging vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortydwerk wat deur hom gedoen is, besoldig teen 'n skaal van minstens een en 'n derde maal sy gewone besoldiging met inbegrip van lewenskostetoelae: Met dien verstande dat as die oortydwerk in 'n enkele week wat op 'n daaglikse basis bereken word, verskil van oortydwerk op 'n weeklikse basis bereken, besoldiging moet geskied die basis wat die hoogste bedrag vir oortydwerk vir daardie week oplewer.

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

	Per Week	Per Month
	R	R
Board	0.30	1.30
Lodging	0.20	0.87
Board and Lodging	0.50	2.18

- (g) contributions towards the expenses of the Council in terms of clause 18 of this Agreement;
- (h) deductions in terms of clause 23 of this Agreement.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee other than a casual labourer shall not exceed—

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

provided that no female employee may be permitted to work—

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

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

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

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

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

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

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

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) of this clause, all hours of work shall be consecutive.

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

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

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

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

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

(8) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times his ordinary remuneration inclusive of cost of living allowance; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the weekly basis which gives the greater amount of overtime during that week shall be adopted.

(9) *Etes wat verskaf moet word.*—'n Werkgewer moet 'n werknemer van wie oortydwerk na 6.30 nm. verlang word, 'n behoorlike ete verskaf, of in stede daarvan, aan daardie werknemer vroegtydig 'n bedrag van minstens vyftien sent betaal om hom in staat te stel om 'n ete te bekom voordat die oortydwerk 'n aanvang neem.

(10) Die bepalings van hierdie klousule is nie van toepassing nie—

- (1) op 'n reisiger of 'n monsterjong;
- (2) op 'n wag wie se werkgewer hom 'n dag van vier-en-twintig agtereenvolgende ure vry gee ten opsigte van elke week diens: Met dien verstande dat—
 - (i) die werkgewer geen aftrekking van sy wag se loon ten opsigte hiervan doen nie;
 - (ii) 'n werkgewer, in stede van sy wag so 'n dag vry te gee, sodanige wag ten opsigte van so 'n dag wat nie toegestaan is nie, die loon moet betaal waarop hy vir werk op sodanige dag geregtig is, plus 'n bedrag van minstens sy dagloon.

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

7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer ten opsigte van elke voltooide tydperk van twaalf maande in sy diens, aan sy werknemer, uitgesonderd 'n los werknemer, verlof soos volg toestaan, naamlik—

- (a) aan 'n handelsreisiger, 'n monsterjong en 'n wag: 22 agtereenvolgende kalenderdae;
- (b) aan alle ander werknemers: 15 agtereenvolgende kalenderdae.

Hy sodanige werknemer ten opsigte van sodanige verlof soos volg betaal—

- (i) In die geval van 'n werknemer in (a) genoem: Minstens drie en 'n vyfde keer die weekloon waarop hy geregtig is vanaf die eerste dag waarop die verlof begin; en
- (ii) in die geval van 'n werknemer in (b) genoem: Minstens twee en 'n vyfde keer die weekloon waarop hy geregtig is vanaf die eerste dag waarop die verlof begin.

(2) Die verlof wat in subklousule (1) van hierdie klousule vermeld word, word toegestaan op 'n tyd wat deur die werkgewer bepaal word: Met dien verstande dat—

- (i) behoudens die bepalings van paragraaf (v), as sodanige verlof nie eerder toegestaan is nie, dit toegestaan word binne twee maande na voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die verloftydperk nie saamval met siekteverlof of met 'n tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1967, ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag binne die verloftydperk val, daar nog 'n dag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;
- (iv) indien 'n werkgewer aan sy werknemer, op skriftelike versoek van laasgenoemde, te eniger tyd gedurende die diensjaar waarop die jaarlikse verloftydperk betrekking het, 'n dag geleentheidsverlof met volle besoldiging toegestaan het, hy dit van die verloftydperk mag aftrek;
- (v) 'n werkgewer en sy arbeider skriftelik kan ooreenkom om die jaarlikse verlof oor 'n diensjaar van hoogstens twee agtereenvolgende jare te laat ooploop.

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

(4) 'n Werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens by dieselfde werkgewer eindig voordat die verloftydperk wat in subklousule (1) vir sodanige tydperk voorgeskryf word, aan hom toegekome het, moet by sodanige diensbeëindiging, en bo en behalwe enige ander besoldiging aan hom verskuldig, minstens die volgende bedrae betaal word ten opsigte van elke voltooide maand van sodanige diensjaar, naamlik—

- (a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem: Een-twaalfde van sy totale besoldiging vir drie weke en een dag;
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) genoem: Een-twaalfde van sy totale besoldiging vir twee weke en een dag.

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

(10) The provisions of this Clause shall not apply—

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

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

7. ANNUAL LEAVE

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

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

and shall pay to such employee—

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

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

- (i) save as provided in paragraph (v), if such leave has not been granted earlier it shall be granted within two months of completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave nor with any period during which the employee undergoes military training in pursuance of the Defence Act, 1967;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his labourer may agree in writing that annual leave be accumulated over a period of service of not more than two consecutive years.

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

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

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

(5) 'n Werknemer wat kragtens subklousule (1) van hierdie klousule op 'n tydperk van verlof geregtig geword het, en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet, wanneer dit aldus beëindig word, ten opsigte van sodanige verlof die bedrag soos in subklousules (1) en (4) van hierdie klousule voorgeskryf, betaal word.

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

- (a) met verlof afwesig is kragtens die bepalings van subklousule (1) van hierdie klousule;
- (b) ingevolge die Verdedigingswet, 1967, militêre opleiding ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) kragtens klousule 8 met siekteverlof afwesig is;

en word dit geag te begin op die datum waarop die werknemer by sy werkgever in diens tree, of op dieselfde datum as die waarop hy laas op jaarlikse verlof geregtig geword het, wat ook al die jongste datum is.

(7) Die verloftydperk mag nie saamval met 'n siekteverloftydperk ten opsigte waarvan 'n werknemer kragtens klousule 8 (6) (ii) op besoldigde siekteverlof geregtig is nie, en ook nie met 'n tydperk waartydens 'n werknemer militêre opleiding moet ondergaan nie.

8. SIEKTEBYSTANDSFONDS VAN DIE LEKKERGOEDNYWERHEID

(1) Hierby word 'n fonds gestig wat bekend staan as die „Siektebystandsfonds van die Lekkergoednywerheid” (hierna die „Fonds” genoem). Alle bates en laste van die fonds wat by Goewermentskennisgewing No. R.808 van 2 Junie 1967 ingestel is, word by die Fonds geïnkorporeer.

(2) Die doel van die Fonds is om in tyd van siekte, mediese, farmaseutiese en siektebystand te verleen aan werknemers in die Lekkergoednywerheid in die landdrosdistrik Port Elizabeth, vir wie daar in hierdie Ooreenkoms lone voorgeskryf word.

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

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

- Groep 1.—Werknemers vir wie 'n loon van minder as R8.75 per week voorgeskryf word;
- Groep 2.—Werknemers vir wie 'n loon van minstens R8.75 dog minder as R12.00 per week voorgeskryf word;
- Groep 3.—Werknemers vir wie 'n loon van minstens R12.00 dog minder as R13.20 per week voorgeskryf word;
- Groep 4.—Werknemers vir wie 'n loon van minstens R13.20 dog minder as R16.20 per week voorgeskryf word;
- Groep 5.—Werknemers vir wie 'n loon van minstens R16.20 maar minder as R20.00 per week voorgeskryf word;
- Groep 6.—Werknemers vir wie 'n loon van minstens R20.00 dog meer as R21.76 per week voorgeskryf word;
- Groep 7.—Werknemers vir wie 'n loon van minstens R21.76 dog minder as R23.96 per week voorgeskryf word;
- Groep 8.—Werknemers vir wie 'n loon van minstens R23.96 dog minder as R26.16 per week voorgeskryf word;
- Groep 9.—Werknemers vir wie 'n loon van minstens R26.16 voorgeskryf word.

(5) (a) *Bydraes*.—Elke werkgever moet op elke betaaldag onderstaande bedrae, hierna genoem „bydraes”, aftrek van die loon van elke werknemer, uitgesonderd vakleerlinge:—

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

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

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

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

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

- (a) absent on leave in terms of sub-clause (1) of this clause;
- (b) undergoes military training in pursuance of the Defence Act, 1957;
- (c) is absent from work on the instructions or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

and shall be deemed to commence from the date the employee enters his employer's service or from the date on which he last became entitled to annual leave, whichever is the later.

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

8. SWEET INDUSTRY SICK BENEFIT FUND

(1) There is hereby established a fund which shall be known as the “Sweet Industry Sick Benefit Fund” (hereinafter referred to as “the Fund”). The Fund shall incorporate all assets and liabilities of the fund established under Government Notice No. R.808, dated the 2nd June, 1967.

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

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

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

- Group 1.—Employees for whom a wage of less than R8.75 per week is prescribed.
- Group 2.—Employees for whom a wage of not less than R8.75 but less than R12 per week is prescribed.
- Group 3.—Employees for whom a wage of not less than R12 but less than R13.20 per week is prescribed.
- Group 4.—Employees for whom a wage of not less than R13.20 but less than R16.20 per week is prescribed.
- Group 5.—Employees from whom a wage of not less than R16.20 but less than R20 per week is prescribed.
- Group 6.—Employees for whom a wage of not less than R20 but less than R21.76 per week is prescribed.
- Group 7.—Employees for whom a wage of not less than R21.76 but less than R23.96 per week is prescribed.
- Group 8.—Employees for whom a wage of not less than R23.96 but less than R26.16 per week is prescribed.
- Group 9.—Employees for whom a wage of not less than R26.16 is prescribed.

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

- Group 1.—The sum of 8 cents;
- Group 2.—The sum of 11 cents;
- Group 3.—The sum of 15 cents;
- Group 4.—The sum of 18 cents;
- Group 5.—The sum of 20 cents;
- Group 6.—The sum of 23 cents;
- Group 7.—The sum of 25 cents;
- Group 8.—The sum of 28 cents;
- Group 9.—The sum of 30 cents;

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

- Group 1.—The sum of 17 cents;
- Group 2.—The sum of 17 cents;
- Group 3.—The sum of 23 cents;
- Group 4.—The sum of 26 cents;
- Group 5.—The sum of 34 cents;
- Group 6.—The sum of 40 cents;
- Group 7.—The sum of 44 cents;
- Group 8.—The sum of 47 cents;
- Group 9.—The sum of 51 cents;

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

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

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

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

Met dien verstande dat—

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

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

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

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

- (i) algemene mediese behandeling, uitgesonderd kraambehandeling, deur een van die mediese beamptes wat deur die Raad aangestel is (hierna die mediese beampte genoem);
- (ii) inspuitings, dog nie inenting en immuniserings wat deur die mediese beampte toegedien word nie;
- (iii) operasies en spesialisbehandling op aanbeveling van die mediese beampte, tot en met 'n maksimum van R40.00 (vertig rand) gedurende 'n enkele kalenderjaar: Met dien verstande dat dit nie behandeling insluit vir beserings wat uit 'n werknemer se deelname aan sport voortspruit nie;

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

(6) *Sick Pay* (a) (i).—Subject to the provisions of sub-clause (8) for each contribution a benefit of eight hours shall accrue to a contributor up to a maximum of 416 hours; provided that where the number of hours accrued is reduced by way of sick pay in terms of this clause, the balance remaining to the credit of the contributor shall be increased by eight hours for each further contribution until the maximum of 416 hours is reached.

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

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

provided that—

- (a) in the event of an employee being absent for three or more consecutive working days he shall in addition be paid sick pay in respect of the number of working hours lost during the first three days of absence;
- (b) each certificate issued by a medical officer shall have a currency of seven days from the date of issue; provided that the Council may, in the event of lengthy illness, accept the certificate of one of the medical officers appointed by the Council for such longer period as it may determine;
- (c) no payment in excess of the number of hours accrued in terms of sub-clause (6) (a) (i) of this Clause shall be payable;
- (d) the term “hour” means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness; and provided further that no sick pay benefits shall be paid—
- (e) to an employee whose illness, affliction, or disease is in the opinion of the Council attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;
- (f) in respect of paid holidays as specified in this Agreement or in respect of any portion of the annual leave for which an employee receives holiday pay in terms of clause 7 of this Agreement;
- (g) for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;
- (h) in respect of confinements during the period of four weeks prior to, and eight weeks subsequent to the date of confinement during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941, as amended;
- (i) for any period during which an employee is entitled to benefits in terms of the Unemployment Insurance Act, 1966, as amended.

(iii) Not later than the seventh day of each month every employer shall forward to the Council in respect of the preceding calendar month, a statement, in duplicate, showing the full names of the employees who have been absent from work due to illness during the preceding month, their groups and the number of days absent.

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

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

- (iv) medisyne, self, verbande en baaimiddels, verkry van 'n apteek wat deur die Raad aangewys is, op grond van 'n voorskrif deur die mediese beampte onderteken.

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

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

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

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

Hierdie kaart moet deur sy werkgever onderteken word en moet 'n sertifikaat van die werkgever bevat waarin vermeld word dat die werknemer 'n bydraer is en kragtens die bepaling van die Fonds op mediese en farmaseutiese bystand geregtig is.

Ondanks andersluidende bepalinge in die Ooreenkoms, is geen bydraer geregtig op mediese of farmaseutiese bystand nie, tensy hy 'n identifikasiekaart besit wat ooreenkomstig die bepalinge van hierdie subklousule behoorlik onderteken en ingevul is, en aan die mediese beampte of apteker aangewys deur die Raad, toon, en geen mediese beampte of apteker mag op grond van hierdie Ooreenkoms mediese behandeling aan 'n persoon gee of farmaseutiese produkte aan hom uitreik nie, tensy sodanige persoon 'n identifikasiekaart soos in hierdie subklousule voorgeskryf, aan sodanige mediese beampte of apteker toon.

(b) Indien 'n bydraer sy identifikasiekaart sou verloor, moet hy by die Raad aansoek doen om uitreiking van 'n duplikaat teen betaling van sodanige bedrag van hoogstens 10 sent, soos wat die betrokke komitee bepaal.

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

(d) Indien die werknemer binne dertien weke vanaf die datum van diensbeëindiging, opnuut 'n betrekking in die Lekkergoed-nywerheid aanvaar, moet die werkgever ingevolge paragraaf (a) van hierdie subklousule, onmiddellik 'n nuwe kaart aan hom uitreik.

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

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

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

(d) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, kom die Fonds ten laste.

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

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

(g) Indien hierdie Ooreenkoms deur tydsverloop of om enige ander rede sou vervall, moet die Fonds nog verder deur die Raad beheer word tot tyd en wyl die Ooreenkoms hernuwe of deur 'n soortgelyke Ooreenkoms vervang word, of, indien sodanige hernuwing of vervanging nie plaasvind nie, totdat die Fonds gelikwideer is.

- (iv) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer, met uitsondering van 'n wag, is op verlof geregtig en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag en Kersdag, en moet ten opsigte van elke sodanige dag minstens 'n weekloon soos in klousule 4 (1) en 4 (2) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal word: Met dien verstande dat daar van 'n werknemer verlang kan word dat hy op enige sodanige dag moet werk.

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

(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los arbeider, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag of Kersdag werk, moet hy deur sy werkgewer vir elke sodanige dag 'n bedrag betaal word wat minstens die weekloon beloop soos in klousule 4 (1) of 4 (2) voorgeskryf, vir 'n werknemer van sy klas, gedeel deur vyf, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié weekloon gedeel deur vier-en-veertig.

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

(c) Indien 'n besoldigde vakansiedag op 'n ander dag as 'n werkdag val, moet die werkgewer aan elkeen van sy werknemers 'n volle dag se besoldiging ten opsigte van daardie vakansiedag betaal.

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

(a) soos volg betaal, naamlik—

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

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

(b) betaal teen minstens anderhalf maal die weeklikse loon soos in klousule 4 (1) of klousule 4 (2) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 44, vir elke uur of gedeelte

(11) *Liquidation*.—(a) Subject to the provisions of sub-clause (10) (g) of this clause, the Fund shall be liquidated after any Agreement which is in operation has expired and has not been renewed within twelve months after date of such expiry or superseded by a similar Agreement negotiated within that period, or in the event of the Council becoming de-registered, and any Agreement which is in operation at the time of such de-registration has expired.

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

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

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

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

(a) Pay to the employee—

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

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

(b) pay the employee at a rate not less than one and one-half times the weekly wage prescribed in clause 4 (1) or clause 4 (2) for an employee of his class divided by 44 for each

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

10. GETALLEVERHOUDING

- (1) 'n Werkgewer mag geen—
- (a) assistent-voorman, assistent-voortvrou of ongekwalifiseerde klerklike werknemer in diens neem nie tensy hy alreeds 'n voorman, voortvrou of gekwalifiseerde klerklike werknemer, na gelang van die geval, in diens het;
- (b) ongekwalifiseerde lekkergoedmaker in diens neem nie, tensy hy alreeds een gekwalifiseerde lekkergoedmaker in diens het;
- (c) 'n algemene werker teen 'n loon van minder as nege rand vyf-en-veertig sent per week in diens neem nie, tensy hy alreeds een algemene werker teen 'n loon van minstens nege rand vyf-en-veertig sent per week in diens het;

en vir elke gekwalifiseerde klerklike werknemer of lekkergoedmaker mag hoogstens een ongekwalifiseerde klerklike werknemer of lekkergoedmaker, na gelang van die geval, en vir elke algemene werker wat minstens nege rand vyf-en-veertig sent per week ontvang, hoogstens een algemene werker teen minder as nege rand vyf-en-veertig sent per week, in diens geneem word. Met dien verstande dat—

- (i) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n voorman, lekkergoedmaker of klerklike werknemer verrig, as 'n voorman, gekwalifiseerde lekkergoedmaker of klerklike werknemer, na gelang van die geval, beskou kan word;
- (ii) 'n ongekwalifiseerde klerklike werknemer of lekkergoedmaker wat minstens die loon ontvang wat in klousule 4 (1) of 4 (2) voorgeskryf word vir 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker, na gelang van die geval, vir die toepassing van hierdie klousule onderskeidelik as 'n gekwalifiseerde klerklike werknemer of lekkergoedmaker, beskou word.

11. AANSPOINGSWERK

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

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

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

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

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

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

(7) „Stukwerk” beteken enige stelsel van werk waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word volgens die hoeveelheid of omvang van die verrigte werk, ongeag die tyd daaraan bestee.

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

12. LOGBOEK

(1) Elke werkgewer moet aan elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder wat hy in diens het, 'n logboek met duplikaatblaie, so na as moontlik in die vorm soos hieronder uiteengesit, uitreik:—

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

10. PROPORTION OR RATIO

(1) An employer shall not employ—

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

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

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

11. INCENTIVE WORK

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

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

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

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

(5) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the committee. The Industrial Council shall approve such scheme which shall not be varied by the committee or terminated by either parties unless the party wishing to vary or terminate the agreement shall give in writing one month's notice. No alteration shall be affected without the approval of the Industrial Council.

(6) “Taskwork” means any system of work under which a minimum quantity or output of work to be done in a specified time, is fixed as a condition for the payment of wages prescribed in clause 4 of this Agreement.

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

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

12. Log Book

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

DAAGLIKSE LOG

Naam van werkgewer
 Naam van bestuurder
 Hoe laat werk begin het vm./nm.
 Hoe laat werk gestaak is vm./nm.
 Getal gewone ure gewerk
 Getal oortydure gewerk
 Etenstye van vm./nm. tot vm./nm.
 Onklaarrakings, ongelukke en/of ander vertraginge

.....
 Handtekening van Bestuurder.

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

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

13. OORPAKKE

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

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

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

14. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON JONGER AS VYFTIEN JAAR

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

15. DIENSSERTIFIKAAT

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

16. BEÏNDIGING VAN DIENSKONTRAK

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

(a) 'n Werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig om enige rede wat by wet as voldoende erken word;

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n termyn van opsegging van gelyke duur vir albei partye en vir langer as een week.

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

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

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

DAILY LOG

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

.....
 Signature of Driver

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

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

13. OVERALLS

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

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

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

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

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

15. CERTIFICATE OF SERVICE

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

17. VRYSTELLINGS

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen: Met dien verstande dat geen vroulike werknemer toegelaat word om soos volg te werk nie, naamlik—

- (i) tussen 6-uur nm. en 6-uur vm;
- (ii) na 1-uur nm. op meer as vyf dae in 'n enkele week;

behalwe met die doel om werk te verrig—

- (a) wat deur 'n noodtoestand noodsaaklik gemaak word;
- (b) om te verhoed dat grondstowwe wat aan vinnige bederf onderhevig is, in die loop van bewerking verlore gaan.

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

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

- (a) Die naam van die betrokke persoon voluit;
- (b) Die geldigheids termyn van die vrystelling;
- (c) Die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
- (d) Die voorwaardes waaraan die vrystelling onderworpe is.

(4) Die Sekretaris van Raad moet—

- (a) Alle vrystellingsertifikate wat uitgereik word in volgorde nommer;
- (b) 'n Afskrif van elke sodanige sertifikaat hou, en 'n afskrif stuur aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
- (c) Indien vrystelling aan 'n werknemer toegestaan word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD

Om die Raad se uitgawes te bestry, moet elke werkgewer 2 sent per week aftrek van die verdienste van elk van sy werknemers vir wie daar in hierdie Ooreenkoms minimum lone voorgeskryf word. By die som aldus afgetrek, moet die werkgewer 'n gelyke som voeg, en die totale bedrag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur.

19. TOEPASSING VAN OOREENKOMS

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en hy kan ter voorligting van sy werkgewers en werknemers, menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

20. AGENTE

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

21. INDIENSNEMING VAN LEDE

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

22. ORGANISERING VAN WERKNEMERS

Elke werknemer moet enige beamppte wat deur die vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende die middag-etensuur te besoek, ten einde—

- (a) werknemers oor vakverenigingsaangeleenthede te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik word, aan te plak en te versprei.

23. VAKVERENIGINGSLEDEGELD

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

17. EXCEPTIONS

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

- (i) between 6 o'clock p.m. and 6 o'clock a.m.;
- (ii) after 1 o'clock p.m. on more than five days in any week; except for the purposes of performing work—

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

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

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences of exemption issued;
- (b) retain a copy of each such licence and forward a copy to the Divisional Inspector of Labour, Port Elizabeth;
- (c) where exemption is granted to an employee forward a copy of the licence of exemption to the employer concerned.

18. EXPENSES OF THE COUNCIL

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

19. ADMINISTRATION OF AGREEMENT

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

20. AGENTS

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

21. EMPLOYMENT OF MEMBERS

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

22. ORGANIZATION OF EMPLOYEES

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

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

23. TRADE UNION SUBSCRIPTIONS

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

24. VERTOON VAN OOREENKOMS

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

Namens die partye, as hul gemagtigdes, te Port Elizabeth onderteken op hede die 8ste dag van Desember 1967.

MNR. R. ADDENDORF,
Voorsitter van die Raad.

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

A. S. YOUNG,
Sekretaris van die Raad.

AANHANGSEL A.

Klas werknemer.	Werknemers wat drie jaar ononder- broke diens by dieselfde werkgewer het, dog wie se ononder- broke diens hoogstens vyf jaar beloop.	Werknemers wat vyf jaar ononder- broke diens by dieselfde werkgewer het, dog wie se ononder- broke diens hoogstens tien jaar beloop.	Werknemers wat tien jaar ononder- broke diens by dieselfde werkgewer het, dog wie se ononder- broke diens hoogstens tien jaar beloop.	Werknemers wat vyftien jaar of langer ononder- broke diens by dieselfde werkgewer het.
	R	R	R	R
Voorman	1.26	1.89	2.21	2.84
Assistent-voorman ..	1.14	1.71	1.91	2.56
Voorvrou	.93	1.39	1.62	2.08
Assistent-voorvrou ..	.80	1.20	1.40	1.80
Groepleier of spanopsigter	.53	.79	.93	1.19
Lekkergoedmaker ..	1.21	1.82	2.13	2.72
Klerklike werknemer, man- lik	.97	1.45	1.70	2.19
Klerklike werknemer, vroulik	.69	1.02	1.19	1.54
Assistent-pakhuisopsigter	.59	.89	1.03	1.33
Welsynsbeampte	.63	.95	1.11	1.42
Kleedkameropsigter ..	.42	.63	.74	.95
Instandhouer	.73	1.09	1.26	1.62
Werktuigkundige	1.43	2.15	2.50	3.22
Bestuurder van 'n motor- voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleep- waens deur sodanige voertuig getrek hoog- stens 6,000 lb. is ..	.62	.94	1.10	1.40
Bestuurder van 'n motor- voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleep- waens deur sodanige voertuig getrek, meer as 6,000 lb. is	.92	1.38	1.61	2.06
Deeltydse motorvoertuig- bestuurder	.38	.57	.67	.86
Monsterjong	.40	.60	.71	.91
Handelsreisiger	1.36	2.04	2.30	3.06
Ketelbediener	.36	.54	.62	.80
Wag	.36	.54	.62	.80
Algemene werker	.42	.63	.74	.95
Arbeider	.33	.50	.57	.74
Om 'n sjokolade-omkleër op die voerband te plaas en dit af te haal, dog nie met inbegrip van bedie- ning van die masjien nie	.37	.56	.65	.84

24. EXHIBITION OF AGREEMENT

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

Signed at Port Elizabeth as authorized for and on behalf of the Parties this 8th day of December, 1967.

MR. R. ADDENDORF,
Chairman of the Council.

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

A. S. YOUNG,
Secretary of the Council.

ANNEXURE A.

Category of Employee.	Employees who have completed three years' continuous service with the same employer but whose continuous service does not exceed five years.	Employees who have completed five years' continuous service with the same employer but whose continuous service does not exceed ten years.	Employees who have completed ten years' service with the same employer but whose continuous service does not exceed fifteen years.	Employees who have completed fifteen years' continuous service with the same employer or more.
	R	R	R	R
Foreman	1.26	1.89	2.21	2.84
Assistant foreman	1.14	1.71	1.99	2.56
Forewoman	.93	1.39	1.62	2.08
Assistant forewoman ..	.80	1.20	1.40	1.80
Group leader or team supervisor	.53	.79	.93	1.19
Sweetmaker	1.21	1.82	2.13	2.72
Clerical employee, male ..	.97	1.45	1.70	2.19
Clerical employee, female	.69	1.02	1.19	1.54
Assistant storeman	.59	.89	1.03	1.33
Welfare Officer	.63	.95	1.11	1.42
Cloakroom attendant ..	.42	.63	.74	.95
Maintenance man	.73	1.09	1.26	1.62
Mechanic	1.43	2.15	2.50	3.22
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle does not exceed 6,000 lbs. ..	.62	.94	1.10	1.40
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle exceeds 6,000 lbs.	.92	1.38	1.61	2.06
Part-time motor vehicle driver	.38	.57	.67	.86
Sample Boy	.40	.60	.71	.91
Traveller	1.36	2.04	2.30	3.06
Boiler attendant	.36	.54	.62	.80
Watchman	.36	.54	.62	.80
General Worker	.42	.63	.74	.95
Labourer	.33	.50	.57	.74
Putting on and taking off from the conveyor belt of a chocolate enrober, excluding the operating of the machine	.37	.56	.65	.84

No. R.1197.]

[12 Julie 1968.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

LEKKERGOEDNYWERHEID, PORT ELIZABETH

Ek, MARAIS VILJOEN, Minister van Arbeid—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Lekkergoednywerheid, gepubliseer by Goewermentskennisgewing No. R.1196 van 12 Julie 1968, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet;
- (b) stel hierby ingevolge artikel 54 (1) van genoemde Wet alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat op voordele kragtens klousule 8 van genoemde Ooreenkoms geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.1198.]

[12 Julie 1968.

WET OP NYWERHEIDSVERSOENING, 1956

LEKKERGOEDNYWERHEID, PORT ELIZABETH

VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Port Elizabeth, met

No. R.1197.]

[12th July, 1968.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH

I. MARAIS VILJOEN, Minister of Labour—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Sweet Manufacturing Industry, published under Government Notice No. R.1196 of 12th July, 1968, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act;
- (b) in terms of section 54 (1) of the said Act, hereby exempt all employers who are subject to the provisions of the said Agreement, from the requirements of section 21A of the said Act in respect of employees who are entitled to benefits in terms of clause 8 of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R.1198.]

[12th July, 1968.

INDUSTRIAL CONCILIATION ACT, 1956

SWEET MANUFACTURING INDUSTRY,
PORT ELIZABETH

PROVIDENT FUND AGREEMENT

I. MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweet Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, 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 Magis-

inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1969 eindig, in die landdrosdistrik Port Elizabeth, met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, *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.

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, PORT ELIZABETH

VOORSORGSFONDS

OOREENKOMS

ingevolge die bepalings van die Nywerheidsversoeningwet, 1956, gesluit en aangegaan deur

Turnwrights Chocolates and Sweets Limited,

(hierna die „werkgewers” genoem), aan die een kant, en die

Sweet Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ooreenkomstig artikel 48 van die Wet op Nywerheidsversoening, 1956, bepaal, en bly van krag gedurende die tydperk eindigende op 30 Junie 1969, of vir sodanige tydperk soos wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in genoemde Wet, en wanneer na dié Wet verwys word, word alle wysigings daarvan ingesluit, en tensy die teendeel blyk, sluit woorde wat die manlike geslag aandui ook vrouens in: Voorts, tensy dit met die inhoud strydig is, beteken— „Wet” die Wet op Nywerheidsversoening, 1956;

terial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of 4 October 1963 fell within the Magisterial District of Port Elizabeth; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Port Elizabeth, including that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of 4 October 1963 fell within the Magisterial District of Port Elizabeth, and from the second Monday after the date of publication of this notice and for the period ending 30 June 1969, the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEET MANUFACTURING INDUSTRY, PORT ELIZABETH

PROVIDENT FUND

AGREEMENT

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

Turnwrights Chocolates and Sweets Limited

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

Sweet Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for the period ending 30th June, 1969, or for such period as may be determined by him.

3. DEFINITIONS

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

„Lekkergoednywerheid”, sonder om in enige opsig die gewone betekenis van die woord te beperk, dié nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, en omvat dit—

- (a) die vervaardiging van enige kommoditeit of bestanddeel wat vir die vervaardiging van lekkergoed gebruik word indien dit deur die werkgewers en werknemers wat lekkergoed vervaardig, gedoen word; en
- (b) alle werksaamhede wat deur enige van die werkgewers van sodanige werknemers verrig word, wat gepaard gaan met of voortspruit uit die vervaardiging van lekkergoed of van sodanige kommoditeite of bestanddele;

„Raad”, die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth;

„bedryfsinrigting”, enige perseel waar die Lekkergoednywerheid bedryf word en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe sou wees;

„ondervinding”, die totale dienstydperk of -tydperke van ’n werknemer in die Lekkergoednywerheid;

„Fonds”, die voorsorgsfonds wat kragtens hierdie Ooreenkoms gestig is;

„fondswEEK”, een week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag die daaropvolgende Vrydag of Saterdag;

„Hoof-ooreenkoms”, die Ooreenkoms by Goewermentskennisgewing No. R.1196 van 12 Julie 1968 gepubliseer;

„lid” of „Fondslid”, enige persoon wat as werknemer ingevolge hierdie Ooreenkoms tot die Fonds bydra of bygedra het;

„benoemde”, enige persoon wat deur ’n lid aangewys is aan wie alle voordele wat by sodanige lid se dood aan hom toeval, uitbetaal moet word;

„aftreeleefityd”, 60-jarige leeftyd;

„Sekretaris”, die Sekretaris van die Raad, en omvat dit ook enige beamppte wat aangestel is om die Sekretaris behulpzaam te wees;

„loon”, die basiese weeklikse loon wat in enige geldige Ooreenkoms van die Raad voorgeskryf word, wat ingevolge die Wet bindend is, of, waar daar geen sodanige Ooreenkoms bestaan nie, in die laaste Ooreenkoms wat op die Nywerheid van toepassing is.

4. VOORSORGSFONDS

(1) Daar word ’n Voorsorgsfonds gestig, met die doel om voordele vir werknemers in die Nywerheid te skep.

Die Fonds bestaan uit—

- (a) die Fonds wat gestig is ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. R.811 van 2 Junie 1967;
- (b) bydraes wat ooreenkomstig hierdie klousule van die Ooreenkoms in die Fonds inbetaal word;
- (c) rente wat uit die belegging van enige gelde van die Fonds verkry word;
- (d) Alle ander bedrae waarop die Fonds geregtig mag word.

(2) Die Fonds word beheer deur ’n bestuurskomitee wat deur die Raad aangewys word, en wat bestaan uit twee werkgewers en twee vakverenigingsvertegenwoordigers.

Vir elke verteenwoordiger mag daar ook ’n alternatiewe lid aangewys word. Die bestuurskomitee kies ’n voorsitter en ondervoorsitter uit sy lede, en bepaal sy eie prosedurereëls. Indien die bestuurskomitee om watter rede ookal sy pligte nie kan nakom nie, moet die Raad daardie pligte uitvoer en die bevoegdhede van die komitee uitoefen.

(3) Die bestuurskomitee het die bevoegdheid om reëls wat die administrasie van die Fonds beheer, te maak, te wysig en te verander.

(4) Die bestuurskomitee vorder alle inkomste in en het die bevoegdheid om gelde wat oorbly nadat aan lopende eise voldoen is, te belê soos in klousule 4 (7) (b) uiteengesit. Die bestuurskomitee het die bevoegdheid om ’n ouditeur, ’n aktuaris, ’n sekretaris en personeel aan te stel en hul diensvoorwaardes na goeddunke te bepaal, en om sodanige aanstellings te wissel.

(5) *Bydraes.*—(a) Alle werknemers vir wie lone voorgeskryf word in ’n geldige Ooreenkoms van die Raad, wat ingevolge die Wet bindend is, of by gebrek aan sodanige Ooreenkoms, in die jongste ooreenkoms wat op die Nywerheid van toepassing is, en wat altesaam minstens ses maande ondervinding in die Nywerheid het, moet lede van die Fonds word en op ondervermelde grondslag bydra:

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

- (a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and
- (b) all operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees;

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

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

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

“Fund” means the Provident Fund established under this Agreement;

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

“Main Agreement” means the Agreement published under Government Notice No. R.1196 dated the 12th July, 1968;

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

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

“retiral age” means the age of sixty years;

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

“wage” means the basic weekly wage prescribed in any current Agreement of the Council which is binding under the Act, or, in the absence of such Agreement, in the last Agreement applicable to the Industry.

4. PROVIDENT FUND

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

The Fund shall consist of—

- (a) the Fund established pursuant to the Agreement published in the Schedule to Government Notice No. R811 dated 2nd June, 1967;
- (b) contributions paid into the Fund in accordance with this clause of the Agreement;
- (c) interest derived from the investment of any moneys of the Fund;
- (d) any other sums to which the Fund may become entitled.

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

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

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

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

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

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

Groep 2—Werknemers wie se loon minstens R7.23 per week, dog minder as R14.80 per week is: 10c per week;

Groep 3—Werknemers wie se loon minstens R14.80 per week bedra; 25c per week.

(b) Elke werkgever moet op elke betaaldag 'n bedrag ooreenkomstig klousule 4 (5) (a) van die loon van elk van sy werknemers wat lid van die Fonds is, aftrek, en by die totale bedrae aldus afgetrek moet hy die gelyke bedrag voeg; hierdie totale bedrag moet op of voor die 7de dag van die daaropvolgende maand aan die Sekretaris, of aan sodanige ander instansie, al na die bestuurskomitee beslis, gestuur word, en moet vergesel wees van 'n staat soos die bestuurskomitee van tyd tot tyd mag beslis.

Dit is die werkgevers se verantwoordelikheid om te sorg dat bedrae van die lone van alle werknemers wat vir lidmaatskap van die Fonds in aanmerking kom, afgetrek word, en die werkgever moet aan die Fonds verantwoording doen van sowel sy eie as die werknemers se bydraes.

(c) Bydraes ten opsigte van 'n lid wat loon ten opsigte van een dag of meer in die loop van enige Fondswaek ontvang, is vir die hele waek betaalbaar.

(d) Indien 'n lid in die loop van 'n Fondswaek by meer as een werkgever in die Nywerheid in diens is, moet die laaste werkgever by wie hy in die loop van sodanige waek in diens is, sowel sy eie bydrae en dié van die lid ten opsigte van die hele waek betaal, en mag die bydraes wat deur sodanige lid betaal moet word van sy verdienste aftrek, ooreenkomstig die bepalings van klousule 4 (5) (b); vir daardie waek is daar geen verdere bydrae deur of ten opsigte van sodanige lid betaalbaar nie.

(e) 'n Werkgever mag nie sy eie bydrae, hetsy geheel of gedeeltelik, van die verdienste van 'n lid aftrek of enige vergoeding van die lid ten opsigte van sodanige bydraes ontvang nie.

(f) Wanneer 'n lid met volle betaling of minder as volle betaling met verlof is, moet sowel sy eie bydraes as dié van sy werkgever, voortgesit word.

(g) Wanneer 'n lid korttyd werk, moet sowel sy eie asook sy werkgever se bydrae voortgesit word ooreenkomstig paragraaf (a) hiervan.

(h) Indien enige bydrae foutiewelik in die Fonds inbetaal word, is die Fonds nie verplig om sodanige bydrae terug te betaal nadat ses maande vanaf die datum van sodanige inbetaling verloop het nie.

(i) Indien enige voordeel foutiewelik aan 'n lid betaal is deurdat sodanige lid inbetalings in die Fonds gedoen het wat nie verskuldig was nie, kan die bestuurskomitee die bedrag van die betaalde voordeel soos volg aftrek—

(i) van 'n bedrag wat van die Fonds geëis is as terugbetaling van bydraes wat nie betaalbaar was nie;

(ii) van enige toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat na die Nywerheid terugkeer nadat hy dit verlaat en die voordeel ooreenkomstig klousule 4 (6) (a) hiervan ontvang het, word by die toon van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die Fonds toegelaat, dog word vanaf die datum van hertoelating as 'n nuwe lid geag: Met dien verstande dat indien hy die volle bedrag wat hy by verlaten van die Nywerheid ontvang het, in kontant aan die Fonds terugbetaal, die bestuurskomitee die bevoegdheid het om hom weer op te neem met krediet van die tydperk van sy vorige lidmaatskap.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie die voordeel ooreenkomstig klousule 4 (6) ontvang het nie, verbeur onmiddellik die reg op enige voordele wat moontlik betaalbaar sou gewees het indien hy nie weer in diens geneem was nie, en ontvang krediet vir sy vorige tydperk van lidmaatskap.

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

(i) Indien die totale tydperk waartydens hy bygedra het hoogstens twee jaar is, die totale bedrag wat hy bygedra het;

(ii) indien die totale tydperk waartydens hy bygedra het meer as twee jaar, dog hoogstens drie jaar is, die totale bedrag deur hom bygedra, plus tien persent daarvan;

(iii) indien die totale tydperk waartydens hy bygedra het meer as drie jaar dog hoogstens vier jaar is, die totale bedrag deur hom bygedra, plus sewentien en 'n half persent daarvan;

(iv) vir elk daaropvolgende jaar waartydens hy bygedra het, 'n verdere sewe en 'n half persent, tot 'n maksimum van 100 persent;

en die volle bedrag moet betaal word drie maande nadat hy die Nywerheid verlaat: Met dien verstande dat die bestuurskomitee gelde wat aan lede verskuldig is paaiementsgewys kan betaal oor 'n tydperk van hoogstens ses kalendermaande indien lede dit sou wens.

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

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

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

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

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

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

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

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

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

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

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

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

(i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the Fund by the said member.

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

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

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

(i) If the total period of his contribution does not exceed two years the total amount contributed by him;

(ii) if the total period of his contribution exceeds two years but does not exceed three years the total amount contributed by him plus 10 per cent thereof;

(iii) if the total period of his contributions exceeds three years but does not exceed four years the total amount contributed by him plus 17½ per cent thereof;

(iv) for each succeeding year of contribution an additional 7½ per cent with a maximum of 100 per cent;

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

(b) Indien 'n lid die Nywerheid verlaat wanneer of nadat hy die aftreleeftyd bereik, of indien 'n lid genoodsaak is om weens ongeskiktheid af te tree voordat hy die aftreleeftyd bereik, en die Bestuurskomitee daarvan oortuig is dat so 'n ongeskikte lid hoegenaamd nie in staat is om sy brood in die Nywerheid te verdien nie, moet hy aan sodanige lid voordele toestaan tot en met die volle bedrag van sy eie en die werkgewer se bydraes.

(c) Indien die Bestuurskomitee afdoende bewys ontvang van die afsterwe van 'n lid, moet die Fonds aan 'n benoemde wat deur die lid voor sy afsterwe aangewys is, of aan die boedel van die afgestorwe lid, 'n ronde bedrag betaal gelyk aan die totale som van sy eie en die werkgewer se bydraes. Indien die aangewese benoemde ten tye wanneer uitbetaling van die voordeel moet geskied, alreeds dood is, moet sodanige voordeel aan die boedel van die afgestorwe lid betaal word. Indien die benoemde minderjarig is, moet die Bestuurskomitee die voordeel aan sodanige minderjarige persoon se wettige voog oordra.

Na soortgelyke bewys van die dood van 'n werknemer wat uit die diens getree het, en voordele uit die Fonds ontvang het, betaal die Fonds aan 'n benoemde of aan die afgestorwe lid se boedel, soos in die voorafgaande paragraaf bepaal, die verskil, as daar is tussen die totale bedrag, bereken ooreenkomstig subklousule 4 (6) (a) of (b), en die totale som van die bepalinge wat alreeds aan die afgestorwe lid gedoen is.

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

(d) Indien 'n lid 'n voordeel ontvang het wat hom nie ingevolge die bepalinge van hierdie Fonds toekom nie, en die saak nie afgehandel word soos in paragraaf (i) van klousule 4 (5) uiteengesit, afgehandel word nie, moet hy aan die Fonds die bedrag van die aldus ontvangte voordeel terugbetaal. Met dien verstande dat indien dit in enige bepaalde geval na die mening van die Bestuurderskomitee onbillik sou wees om terugbetaling van die volle bedrag van die voordeel te eis, hy na goeddunke kan eis dat 'n kleiner bedrag terugbetaal word, of sodanige lid die hele bedrag kwytsteld.

(e) Behoudens die bepalinge van hierdie subklousule, kan geen voordeel of reg op voordeel oorgemaak, oorgedra of op enige ander wyse sedeer, verpand of verbind word nie; ook is geen bydrae wat deur of namens 'n lid gedoen is nie, onderworpe aan beslaglegging of aan enige vorm van eksekusie op grond van 'n vonnis of bevel van 'n gereghof nie, en indien 'n lid sou probeer om 'n voordeel of reg op voordeel oor te maak, oor te dra, of op 'n ander wyse te sedeer, te verpand of te verbind, kan die uitbetaling van die voordeel agter gehou of tydelik of geheel en al gestaak word indien die Bestuurskomitee aldus besluit.

(f) Niks in hierdie Ooreenkoms raak op enigerlei wyse die reg van enige lid of sy afhanklikes om skadeloostelling of skadevergoeding te eis ten opsigte van werkers wat beseer of gedood is in 'n ongeluk wat deur en tydens hul werk plaasgevind het nie; en die bedrag wat ingevolge hierdie subseksie betaalbaar is, mag nie op grond van enige betaling wat aldus gedoen word, verminder word nie.

(g) Wanneer 'n lid tot die Fonds toegelaat word, moet hy 'n geboortsertifikaat of ander bewys van leeftyd, wat die Bestuurskomitee bevredigend ag, indien.

Indien enige verskuldigde en betaalbare voordeel, uitgesonderd dié aan 'n benoemde wat aangestel is ingevolge subklousule (6) (c) van hierdie klousule, nie binne vier jaar na die vervaldatum daarvan opgeëis word nie, moet die Bestuurskomitee binne drie maande na afloop van genoemde tydperk van vier jaar 'n advertensie laat publiseer in agtereenvolgende uitgawes van 'n Afrikaans- en 'n Engelstalige koerant wat in die Oostelike Provinsie gelees word, en waarvan een sirkuleer in die dorp waar die lid aan wie die voordeel toekom, normaalweg woonagtig was ten tye toe sodanige voordele aan hom toegeval het; deur middel van dié advertensie moet bekendgemaak word dat 'n lys van alle persone wat hul voordele nie binne die tydperk van vier jaar soos hierbo vermeld, opgeëis het nie, ter insae lê by die kantore van die Raad en van die vakbond wat 'n party by die Ooreenkoms is, en dat alle belanghebbendes eise om sodanige voordeel moet indien binne 'n tydperk van drie maande vanaf die datum van die laaste verskyning van die advertensie, en volle besonderhede moet verstrek van die grond waarop sodanige eis ingestel word.

Die Bestuurskomitee moet sodanige eise behandel by die volgende vergadering na die laaste datum waarop eise ingedien kan word, en mag na goeddunke aan enige persoon of persone wat eise ingedien het op die wyse soos hierin voorgeskryf, 'n bedrag uitbetaal wat hoogstens die volle voordeel beloop wat aan die lid toekom, min die advertensiekoste. Indien geen eis deur of namens die persoon wie se naam op die lys verskyn, ingedien word nie, word enige voordele wat hom toekom aan die Fonds verbeur, dog met dien verstande dat die Bestuurskomitee enige eis behandel wat deur enige sodanige werknemer na verstryking

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

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

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

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

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

(e) Save as is provided in this sub-clause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being assigned or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any form of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the management committee so determine.

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

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

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

The management committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund, provided, however, that the management committee shall consider any claim that may be made by any

van die betrokke tydperk ingedien word, en na goeëddunke in *ex gratia* uitbetaling uit die Fonds van die Voorsorgsfonds aan die betrokke persoon doen. Die Sekretaris moet die onderhawige lys aan voormelde vakvereniging stuur, en die naam en laaste bekende werkplek van die lid, en die voordeel wat aan hom verskuldig is, moet op die lys verskyn.

7. *Finansies.*—(a) Die gelde wat aan die Fonds toeval, moet op 'n lopende of depositorekening by 'n bank of banke of bouvereniging of -verenigings inbetaal word, en alle tjeks moet deur dié persone wat die Bestuurskomitee aanstel, onderteken word.

(b) Alle gelde wat nie nodig is om lopende betalings te doen nie, moet uitgeleë of belê word in staatseffekte, wissels of lenings wat deur die Staatsregering of enige munisipale of ander plaaslike owerheid uitgereik of gewaarborg word, in effekte of obligasies van 'n openbare raad, soos die Bestuurskomitee mag goeëddink, en die Bestuurskomitee kan sodanige sekuriteite wissel, soos hy van tyd tot tyd mag bepaal.

(8) 'n Rekenmeester moet op sodanige tye soos wat die Bestuurskomitee na goeëddunke mag verlang, ondersoek instel na die Fonds en 'n waardering opstel van die laste van die Fonds, en moet by die Bestuurskomitee daarvoor verslag doen en aanbevelings doen betreffende die verklaring van 'n bonus of die skepping van 'n reserwe vir bykomstige voordele.

(9) Indien die Bestuurskomitee dit goeëvind, kan hy op grond van die aanbevelings van die rekenmeester 'n bonus verklaar, en enige bonus wat aldus verklaar word, moet aan die bydraers se rekenings gekrediteer word, en is aan sodanige lede betaalbaar terselfdertyd as, en bo en behalwe die voordele soos in klousule 4 (6) van hierdie Ooreenkoms voorgeskryf, of die Bestuurskomitee kan, indien hy dit goeë ag, 'n finansiële reserwe skep ter betaling van bykomstige voordele aan lede wat kragtens klousule 4 (6) (b) genoodsaak is om uit die Nywerheid uit te tree. Sulke bykomstige voordele moet baseer word op 'n formule wat aan die goeëddkeuring van die Raad onderworpe is, en in verhouding staan tot sodanige lid se dienstydkerf in die Nywerheid.

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

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

(c) Alle onkoste wat in verband met die administrasie van die Fonds aangegaan word, word teen die Fonds gedebiteer.

(11) *Algemeen.*—Indien 'n werknemer verplaas of tot 'n pos bevorder word waarvoor daar in die Hofooreenkoms geen loon vasgestel word nie, dra hy nie langer tot die Fonds by nie, en is hy geregtig op die voordele kragtens klousule 4 (6) (a).

(12) *Likwidasie.*—Wanneer hierdie Ooreenkoms verval, moet die Fonds verder deur die Bestuurskomitee geadmistreer word, en indien die Ooreenkoms nie binne 'n tydperk van twaalf maande vanaf die vervaldatum van hierdie Ooreenkoms hernuwe word, of 'n nuwe ooreenkoms aangegaan word nie, moet die Fonds gelikwideer word asof alle lede die Nywerheid verlaat het.

(13) By likwidasie van die Fonds, moet die gelde wat na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die rekening van die Fonds oorbly, in die algemene fondse van die Raad, gestort word.

(14) Indien die Raad ontbind sou word, of sou ophou om te funksioneer op enige tydperk voor die verstryking van die tydperk van twaalf maande in klousule 4 (12) van hierdie Ooreenkoms vermeld, moet die Bestuurskomitee of sodanige ander persone as wat die Registrator ingevolge artikel vier-en-dertig (2) van die Wet aanwys, die ooreenkoms verder administreer totdat bogenoemde tydperk verval, en die lede van die Komitee wat daarin sitting het op dié datum waarop die Raad ophou funksioneer of ontbind word, word vir die doel geag lede daarvan te wees: Dog met dien verstande dat enige vakature wat in die Komitee ontstaan deur die Registrator gevul mag word uit die geledere van werkgewers of werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal verteenwoordigers van werkgewers en werknemers en/of sekundi in die ledetal van die Komitee te verseker. Indien sodanige Komitee onwillig of nie by magte is nie om sy pligte uit te voer, of indien daar 'n dooie punt in sou ontstaan wat die administrasie van die Fonds na die mening van die Registrator onprakties of onwenslik maak, kan hy 'n trustee of trustees benoem wat die pligte van die Komitee moet uitvoer en wat vir dié doel alle bevoegdhede van die Komitee besit. Na die verstryking van 'n tydperk van twaalf maande vanaf die datum waarop hierdie Ooreenkoms verval, moet die Fonds gelikwideer word op dié wyse soos in klousule 4 (13) uiteengesit, en indien die sake van die Raad alreeds afgewikkel en enige bates verdeel is, moet die saldo wat in die Fonds oorbly, verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dié deel is van die algemene fondse van die Raad.

such employee after the expiration of the said period and may in its discretion make an *ex-gratia* payment from the funds of the Provident Fund to the person concerned. The Secretary shall send to the trade union aforesaid, the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

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

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

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

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

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

(b) The audited consolidated statements and the auditor's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar.

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

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

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

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

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

5. AGENTE

Die Raad moet een of meer persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting te betree en sodanige ondersoek in te stel en enige dokumente, boeke, loonstate, loonkoeverte en loonkaarte na te gaan en sodanige individue te ondervra as wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms wel nagekom word.

6. VRYSTELLINGS

Die Raad kan om enige geldige of voldoende rede, voorwaardelik of andersins, vrystelling van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen.

Onderteken te Port Elizabeth namens die Nywerheidsraad vir die Lekkergoednywerheid, Port Elizabeth, op hede die 8ste dag van Desember, 1967.

MNR. R. ADDENDORF,
Voorsitter van die Raad.

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

A. S. YOUNG,
Sekretaris van die Raad.

5. AGENTS

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

6. EXEMPTIONS

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

Signed at Port Elizabeth on behalf of the Industrial Council for the Sweet Manufacturing Industry, Port Elizabeth, on this 8th day of December, 1967.

MR. R. ADDENDORF,
Chairman of the Council.

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

A. S. YOUNG,
Secretary of the Council.

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

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