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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 614

30 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG.—HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, met ingang van 11 April 1979 en vir die tydperk wat op 13 April 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 en 24, met ingang van 11 April 1979 en vir die tydperk wat op 13 April 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 en 24, met ingang van 11 April 1979 en vir die tydperk wat op 13 April 1982 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 614

30 March 1979

INDUSTRIAL CONCILIATION ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Sweetmaking Industry, shall be binding, with effect from 11 April 1979 and for the period ending 13 April 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 and 24, shall be binding, with effect from 11 April 1979 and for the period ending 13 April 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from 11 April 1979 and for the period ending 13 April 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (b), 20, 21, 22 and 24, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

BYLAE

NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID (JOHANNESBURG)

OOREENKOMS

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Lekkergoednywerheid nagekom word—

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

(b) in die landdrosdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermentskenningsgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrosdistrik Roodepoort geval het, uitgesonderd daardie gedeeltes wat ingevolge Goewermentskenningsgewing 1618 van 2 Oktober 1970 vanaf die landdrosdistrikte Roodepoort, Kempton Park en Germiston oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermentskenningsgewing 871 van 26 Mei 1972 vanaf die landdrosdistrik Kempton Park oorgeplaas is) en in daardie gedeeltes van die landdrosdistrikte Kempton Park en Randburg wat, onderskeidelik, voor die publikasie van Goewermentskenningsgewing 553 van 29 Maart 1956 en voor 1 Januarie 1975 (Goewermentskenningsgewing 2152 van 22 November 1974), binne die landdrosdistrik Johannesburg geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werkgewers vir wie minimum lone in die Ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n dag wat die Minister van Arbeid, kragtens artikel 48 van die Wet mag vasstel en bly van krag vir die tydperk eindigende 13 April 1982 of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat nie in hierdie Ooreenkoms omskryf word nie, het dieselfde betekenis wat in die Wet op Nywerheidsversoening, 1956, daaraan geheg word, alle vermeldings van 'n wet omvat alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"afwesigheid" in die omskrywings "assistent-versendingsklerk", "assistent-voorman" en "assistent-magasynman" dieselfde as enige afwesigheid wat ingevolge klousule 7 (7) as diens geag word;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken "geskoolde ambagsman" 'n persoon wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidssertifikaat wat ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

"assistent-magasynman" 'n werknemer wat onder die algemene toetsing van 'n versendingsklerk, eenige van die werksaamhede of pligte verrig wat in die omskrywing van "versendingsklerk" gemeld word en wat in sy afwesigheid namens die versendingsklerk kan optree;

"assistent-voorman" 'n werknemer wat onder die algemene toetsing van 'n voorman die werksaamhede of pligte van voorman verrig en wat in sy afwesigheid namens hom kan optree;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the
Sweet Industries Association (Transvaal)

(hereinafter referred to as the "employers" or the "employers' association"), on the one part, and the

Sweet Workers' Union

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

being parties to the Industrial Council for the Sweetmaking Industry (Johannesburg).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Sweetmaking Industry—

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

(b) in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort, excluding those portions which were, in terms of Government Notice 1618 of 2 October 1970, transferred from the Magisterial Districts of Roodepoort, Kempton Park and Germiston, and excluding those portions which were in terms of Government Notice 871 of 26 May 1972, transferred from the Magisterial District of Kempton Park) and in those portions of the Magisterial Districts of Kempton Park and Randburg which, prior to the publication of Government Notice 553 of 29 March 1956, and prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), respectively, fell within the Magisterial District of Johannesburg.

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

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 section 48 of the Act and shall remain in force until 13 April 1982 or for such period as may be determined by him.

3. DEFINITIONS

(1) Any expression not defined in this Agreement shall have the same meaning as assigned to it in the Industrial Conciliation Act, 1956, any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"absence" in the definitions "assistant dispatch clerk", "assistant foreman" and "assistant storeman" shall have a like meaning to any absence which in terms of clause 7 (7) is regarded as employment;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled 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;

"assistant dispatch clerk" means an employee who, under the general supervision of a dispatch clerk, performs any of the activities or duties mentioned in the definition of "dispatch clerk" and who may act for him during his absence;

"assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

"assistent-magasyman" 'n werknemer wat onder die algemene toesig van 'n magasyman enige van die werksaamhede of pligte verrig, wat in die omskrywing van "magasyman" gemeld word, en wat in sy afwesigheid namens hom kan optree;

"kos", sonder om die gewone betekenis van die woord te beperk, voedsel van 'n redelike hoeveelheid, gehalte en verskeidenheid, met inbegrip van groente, wat die werkgewer minstens die bedrag kos wat hy kragtens klousule 5 (6) (c) mag aftrek;

"ketelbediener" 'n werknemer wat onder algemene toesig daarvoor verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel op peil te hou en wat die vuur in sodanige ketel kan maak, in stand hou en uithaal;

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

"chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat bedoel is vir die vervoer van passasiers en wat vir die vervoer van sy werkgewer of personeel, klante of besoekers gebruik word, en wat vir die vervoer van dokumente of pakkette gebruik kan word;

"kleedkamerversorger" 'n werknemer wat verantwoordelik is vir 'n kamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre of vir sluitkassies waarin 'n werknemer sy besittings kan bêre;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat oor die versameling, nagaan, massameet, verpakking, merk, adresseer of versending van sodanige goedere of pakkette toesig kan hou;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n handelsreisiger se assistent, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing sluit die uitdrukking "n motorvoertuig dryf" alle tydperke in waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk"—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie, sonder versuim gedoen moet word;

(b) alle werk in verband met die laai of aflaa van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(c) alle werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie;

"bedryfsinrigting" persele in of in verband waarmee een of meer werknemers in die Lekkergoednywerheid in diens is;

"ondervinding"—

(a) met betrekking tot 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel, die totale tydperk of tydperke wat 'n werknemer in enige bedryf of in diens van die Staat onderskeidelik as 'n fabrieksklerk of 'n bediener van 'n mobiele hystoestel werksaam was;

(b) met betrekking tot 'n werknemer graad I, 'n werknemer graad II of 'n lekkergoedmaker, die totale tydperk of tydperke wat 'n werknemer in die Lekkergoednywerheid onderskeidelik as 'n werknemer graad I, 'n werknemer graad II of 'n lekkergoedmaker werksaam was: Met dien verstande dat 'n tydperk of tydperke wat 'n werknemer graad I as 'n werknemer graad II werksaam was, tot 'n maksimum van 12 maande geag word ondervinding as 'n werknemer graad I te wees: Voorts met dien verstande dat die helfte van die tydperk of tydperke wat 'n lekkergoedmaker as 'n werknemer graad I of 'n werknemer graad II werksaam was, tot 'n maksimum van 12 maande geag word ondervinding as 'n lekkergoedmaker te wees;

"fabrieksklerk" 'n werknemer wat onder die toesig van 'n voorman een of meer van die volgende werksaamhede of dienste verrig:

(1) Lotkaarte, werkkaarte, produksiekaarte of ander fabrieksdokumente met die hand kopieer;

(2) name of nommers op tyd- of loonkaarte inskryf;

(3) fakture, vragbriewe of afleweringbriewe, rekvisisie- of tyd- en loonkaarte in numerieke of alfabetiese volgorde lissies, hou of sorteer;

(4) Swartes se tale tolk of vertaal;

(5) passe, dienssertifikate of tydkaarte uitreik;

(6) gereedskap, ingenieursvoorrade of uitrusting op aanvraag uitreik, of sodanige gereedskap, voorrade of uitrusting ontvang wanneer dit terugbesorg word;

(7) monsterstrokie uitmaak;

"assistant storeman" means an employee who, under the general supervision of a storeman, performs any of the activities or duties mentioned in the definition of "storeman" and who may act for him during his absence;

"board", without limiting its ordinary meaning, means food of reasonable quantity, quality and variety, including vegetables, costing the employer not less than the amount which he may deduct in terms of clause 5 (6) (e);

"boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water-level and steam pressure of a boiler and who may make, maintain and draw the fire in such boiler;

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

"chauffeur" means an employee who is engaged in driving a motor vehicle intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

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

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of such goods or packages;

"driver of a motor vehicle" means an employee, other than a chauffeur or a traveller's assistant, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "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;

"emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(b) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours; or

(c) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work;

"establishment" means any premises in or in connection with which one or more employees are employed in the Sweet Manufacturing Industry;

"experience" means—

(a) in relation to a factory clerk or a mobile hoist operator, the total period or periods of employment which an employee has had in any trade or in the service of the State as a factory clerk or a mobile hoist operator, respectively;

(b) in relation to a Grade I employee, a Grade II employee or a sweetmaker, the total period or periods of employment which an employee has had in the Sweet Manufacturing Industry as a Grade I employee, a Grade II employee or a sweetmaker, respectively: Provided that any period or periods of employment which a Grade I employee has had as a Grade II employee shall, up to a maximum of 12 months, be deemed to be experience as a Grade I employee: Provided further that one-half of any period or periods of employment which a sweetmaker has had as a Grade I employee or a Grade II employee shall, up to a maximum of 12 months, be deemed to be experience as a sweetmaker;

"factory clerk" means an employee who, under the supervision of a foreman, is engaged in any one or more of the following activities or operations:

(1) Copying batch cards, job cards, production cards or other factory documents by hand;

(2) entering names or numbers on time or wage cards;

(3) filing, keeping or sorting invoices, consignment or delivery notes, requisitions or time or wage cards in numerical or alphabetical order;

(4) interpreting or translating the languages of Blacks;

(5) issuing passes, certificates of service or time cards;

(6) issuing tools or engineering stock or equipment against requisition, or receiving such tools, stock or equipment when returned;

(7) making out sample slips;

(8) besonderhede oor die inhoud of die kennummers van deurslagafskrifte, houers of pakkette aanteken;

(9) indiënsneming, ontslag of bedanking van werknemers aanteken;

(10) produksiestate opstel;

(11) kaartjies stempel of uitskrif;

(12) voorraadkaarte byhou;

(13) vragbriewe of afleweringsbriewe of verpakkingstrokies uitskrif;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 12 maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 12 maande ondervinding;

"n masjien voer" materiaal plaas in 'n masjien of op 'n vervoerband wat tot op of tot in 'n masjien lei, waar sodanige plasing oordeel, noukeurigheid of bedreweheid vereis met behoorlike inagneming van die doeltreffende inname of prosesbewerking van die materiaal deur sodanige masjien, en vir die toepassing van hierdie omskrywing word "plasing" geag dié vorming, groottebepaling of fatsoenering van sodanige materiaal op die masjien te omvat wat nodig mag wees vir die doeltreffende inname of prosesbewerking van sodanige materiaal deur die masjien;

"n masjien vul" materiaal plaas of stort in 'n vultregter of ander inneembak wat geheg is aan of deel uitmaak van 'n masjien en waaruit die prosesmeganisme sy eie inname van sodanige materiaal reguleer en waar sodanige plasing of storting geen oordeel, noukeurigheid of bedreweheid verg wat hoeveelheid of posisie betref nie;

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

"werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede of dienste verrig:

(1) Met die hand indoop in, of bestryk met sjokolade of fourree;

(2) 'n krag- of stoomaangedrewe masjien bedien;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens 12 maande ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as 12 maande ondervinding;

"werknemer graad II" 'n werknemer wat een of meer van die volgende werksaamhede of dienste verrig:

(1) Bestellings opmaak of kiste, sakkies, sakke of ander houers vir versending merk, brandmerk, sjabloneer of etiketteer;

(2) posseëls plak op briewe, pakkette of ander artikels wat gepos moet word, of 'n frankeermasjien bedien wat met die hand bedien word;

(3) suiker kook;

(4) kooklekkers, pastelekkers of toffies opbou, fatsoeneer, streep of versier;

(5) kakaobone, neut of ander grondstowwe skoonmaak of sorteer, uitgesonderd vreemde stowwe soos in die omskrywing van "arbeider" gemeld, verwyder;

(6) kristalliseer;

(7) vrugte of ander grondstowwe volgens sekere groottes sny of fynmaak;

(8) lekkers in stysel plaas;

(9) bestanddele, met inbegrip van stroop, in draaipanne invoer of giet;

(10) 'n masjien voer;

(11) houers volmaak en massameet, maar nie op 'n gestelde massameter nie;

(12) lekkergoed met die vingers of 'n vurk merk of op 'n ander manier versier;

(13) posstukke vou of in koeverte plaas;

(14) met die hand indoop of bestryk, uitgesonderd dié werk wat in die omskrywing van "werknemer graad I" genoem word;

(15) vrugte, neut of ander eetbare stowwe in lekkergoedpreparate, uitgesonderd sjokolade of fourree, insit of invoeg;

(16) kartondose maak maar nie deur voubare dose van plat materiaal te vou nie;

(17) stroop onder toesig maak;

(18) lekkergoed of lekkergoedmassa vorm, fatsoeneer, ontvorm of giet en lekkergoed verwyder uit die panne waarin dit gevorm word;

(19) goedere vir voorraad verpak, maar nie verpakte goedere van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om dit te bevat nie;

(20) berei en/of meng;

(21) op 'n master mogul-masjien plaas of daarvan verwyder;

(8) recording particulars of the contents or the distinctive numbers of carbons, containers or packages;

(9) recording the engagement, discharge or resignation of employees;

(10) scheduling production figures;

(11) stamping or writing tickets;

(12) writing up stock cards;

(13) writing out consignment or delivery notes or packing slips;

"factory clerk, qualified," means a factory clerk who has had not less than 12 months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than 12 months' experience;

"feeding machine" means the placing into a machine or onto a conveyor belt leading onto or into the machine of material where such placing involves discretion, precision or skill with due regard to the efficient intake or processing of the material by such machine, and for the purposes of this definition the expression "placing" shall be deemed to include any moulding, sizing or shaping of such material on the machine that may be necessary for the efficient intake or processing of such material by the machine;

"filling a machine" means depositing or dumping material into a hopper or other intake container attached to or forming part of a machine from which hopper or container the processing mechanism regulates its own intake of such material and where such depositing or dumping does not involve discretion, precision or skill as to amount or position;

"foreman" means an employee who is in charge of the 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;

"Grade I employee" means an employee who is engaged in any one or more of the following activities or operations:

(1) Hand dipping or hand coating in or with chocolate or fourree;

(2) operating any power or steam driven machine;

"Grade I employee, qualified," means a Grade I employee who has had not less than 12 months' experience;

"Grade I employee, unqualified," means a Grade I employee who has had less than 12 months' experience;

"Grade II employee" means an employee who is engaged in any one or more of the following activities or operations:

(1) Assembling orders or marking, branding, stencilling or labelling boxes, bags, sacks or other containers for dispatch;

(2) affixing postage stamps on letters, parcels or other articles for posting, or using a manually operated franking machine;

(3) boiling sugar;

(4) building up, shaping, striping or decorating boiled goods, paste goods or toffees;

(5) cleaning or sorting cocoa beans, nuts or other raw materials, other than removing foreign matter as referred to in the definition of "labourer";

(6) crystallising;

(7) cutting to size or crushing fruit or other raw materials;

(8) depositing sweets into starch;

(9) feeding or pouring ingredients, including syrup, into revolving pans;

(10) feeding a machine;

(11) filling and mass-measuring containers, other than to set massmeter;

(12) finger marking or fork marking or otherwise decorating sweets;

(13) folding or enveloping mail;

(14) hand dipping or hand coating, other than that mentioned in the definition of "Grade I employee";

(15) incorporating or inserting fruits, nuts or other edible materials into sweet preparations other than chocolate or fourree;

(16) making cardboard boxes other than by folding of collapsible boxes from the flat;

(17) making syrup under supervision;

(18) moulding, shaping, demoulding, or pouring sweets or sweetmasses and removing sweets from trays in which they are moulded;

(19) packing goods for stock, other than the placing of packed articles of uniform size and number into containers specially made to contain them;

(20) preparing and/or mixing;

(21) putting on to or taking off from a master mogul machine;

(22) 2½-sentlekkers aan die end van 'n outomatiese masjien verpak;

(23) gemengde geursels ingiet;

(24) deeg, pasta of ander preparete van suiker of sjokolade trek, laat spoel, rol, sny of afdruk;

(25) kakaobone, neut, vrugte of ander grondstowwe brand of kook sonder om verantwoordelik te wees vir die graad van die brand- of kookwerk;

(26) sakkies van sellulosefilm verseël en/of kram;

(27) neut of vrugte afdop, ontpit, afskil of droog;

(28) plaatblokwerk nie elders spesifiek in hierdie klousule gemeld nie;

(29) lekkergoed sorteer, uitgesonderd die werksaamhede gemeld in item (15) van die omskrywing van "arbeider";

(30) lekkergoed of materiaal op 'n vervoerband vir verwerking plaas of daarvan verwyder;

(31) 'n papier- of bordvalmes bedien wat met die hand of voet werk;

(32) 'n inkeepmasjien bedien wat met die hand of voet werk;

(33) massameet, uitgesonderd op 'n gestelde massameter, of meet, uitgesonderd volgens 'n vasgestelde maat;

(34) die kiem uit kakaobone uitwan of verwyder;

(35) dose of pakkette toedraai;

(36) 'n ambagsman of faktotum help deur artikels of gereedskap vas te hou of op 'n ander manier met hom saamwerk sonder om die gereedskap van 'n geskoolde ambag selfstandig te gebruik;

(37) papier, sellulosefilm of dergelike materiaal met die hand volgens vasgestelde mate sny;

(38) lekkergoed met die hand sny;

(39) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handstootvoertuig aflewer;

(40) bakke wat stysel, kokosneut, vermicelli of dergelike stowwe bevat, met die hand vul, opvul of leegmaak;

(41) massahouers vul of leegmaak of vervaardigde lekkergoed in massa meng;

(42) met die hand hardmaak;

(43) lekkergoed (uitgesonderd sjokolade) met die hand losmaak, opbreek of van mekaar skei;

(44) masjinerie of voertuie olie of smeer;

(45) stysel deur middel van 'n lugblaser, handsif of kwas van lekkergoed verwyder of stysel met die hand sif;

(46) strooisel met die hand toedien;

(47) alle ander werksaamhede nie elders vermeld nie;

(48) lekkergoed of "verrassingspakkies" met die hand toedraai en/of verpak;

"werknemer graad II, gekwalifiseer," 'n werknemer met minstens 12 maande ondervinding;

"werknemer graad II, ongekwalifiseer," 'n werknemer met minder as 12 maande ondervinding;

"groepleier" 'n werknemer wat onder die algemene toesig van 'n voorman of assistent-voorman aan die hoof staan van, en toesig hou oor die werk van 'n groep werknemers graad I of graad II;

"faktotum" 'n werknemer wat klein herstel- of stelwerk verrig aan masjinerie, installasie of ander uitrusting, wat houtbakke maak of klein herstel- of opknappingswerk aan geboue verrig maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"aansporingsloonwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat hy verrig of lewer;

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

(1) Houtdose uit gesaagde stukke met die hand aanmeekaarsit of klaargemaakte karton- of veselborddose of dergelike houers opstel;

(2) goedere of artikels met die hand of 'n nie-kragaangetrewe voertuig dra, oplaag, verskuif, uitpak of opstapel;

(3) persele, houers, meubels, masjinerie, gereedskap, gerei of ander artikels skoonmaak of was;

(4) rantsoene gaarmaak of tee of dergelike drankie in 'n bedryfsinrigting berei of opdruk;

(5) panne, sjokoladeketels, tempermasjiene, raffineerders, roostermasjiene, uitwanmasjiene, vormmasjiene of meulens leegmaak;

(6) 'n masjien vul of materiaal daaruit verwyder;

(7) tuinwerk verrig;

(8) kampongs, latrines, stalle, buitegeboue of dergelike geboue of bouwerke afwit of ontsmet;

(9) met die hand laai of aflaai;

(10) vure maak of in stand hou of afval of as verwyder;

(11) dose, sakkies, sakke of ander houers, uitgesonderd dié bedoel vir versending, merk, brandmerk, sjabloneer of etiketter;

(22) packing 2½ cent lines at the end of an automatic machine;

(23) pouring ready-mixed flavours;

(24) pulling, running, rolling, cutting or stamping dough, paste or other preparations of sugar or chocolate;

(25) roasting or boiling cocoa beans, nuts, fruit or other raw materials, without responsibility for the degree of the roasting or boiling;

(26) sealing and/or stapling bags of cellulose film;

(27) shelling, stoning, peeling or drying nuts or fruits;

(28) slab work not elsewhere specifically mentioned in this clause;

(29) sorting sweets other than the activities mentioned in item (15) of the definition of "labourer";

(30) putting on to and taking off sweets or materials from a conveyor belt for processing;

(31) using a hand or foot-operated paper or board guillotine;

(32) using a hand or foot-operated scoring machine;

(33) mass-measuring other than to set massmeter or measuring other than to or with fixed measure;

(34) winnowing or removing the germ from cocoa beans;

(35) wrapping boxes or parcels;

(36) assisting an artisan or handyman by holding articles or tools or otherwise working with him other than by the independent use of the tools of any skilled trade;

(37) cutting paper, cellulose film or similar material by hand to set measure;

(38) cutting sweets by hand;

(39) delivering letters, messages, or goods on foot or by means of a foot- or hand-propelled vehicle;

(40) filling, levelling or emptying by hand trays containing starch, coconut, vermicelli or similar materials;

(41) filling or emptying bulk containers or mixing finished sweets in bulk;

(42) hardening by hand;

(43) loosening, breaking or separating sweets (other than chocolates) by hand;

(44) oiling or greasing machinery or vehicles;

(45) removing starch from sweets by air blower, hand sieve or brush, or sieving starch by hand;

(46) sanding by hand;

(47) all other operations not elsewhere specified;

(48) wrapping and/or packing sweets or "lucky packets" manually;

"Grade II employee, qualified," means a Grade II employee who has had not less than 12 months' experience;

"Grade II employee, unqualified," means a Grade II employee who has had less than 12 months' experience;

"group leader" means an employee who, under the general supervision of a foreman or assistant foreman, is in charge of and supervises the work of a group of Grade I or Grade II employees;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, in making wooden trays, or in effecting minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;

"incentive rates work" means any system under which an employee's remuneration is based on the quantity or output of work done;

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

(1) Assembling wooden boxes from pre-cut material by hand, or setting up by hand ready-made cardboard or fibre boxes or similar containers;

(2) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;

(3) cleaning or washing premises or containers, furniture, machinery, tools, utensils or other articles;

(4) cooking rations or making or serving tea or similar beverages in an establishment;

(5) emptying pans, chocolate kettles, tempering machines, refiners, roasting machines, winnowing machines, moulding machines or mills;

(6) filling a machine or taking off from a machine;

(7) gardening work;

(8) lime-washing or disinfecting compounds, latrines, stables, outbuildings or similar buildings or structures;

(9) loading or unloading by hand;

(10) making or maintaining fires or removing refuse or ashes;

(11) marking, branding, stencilling or labelling boxes, bags, sacks or other containers other than for despatch;

(12) sakkies, bale, bottels, dose, tromme, blikke of ander houers met die hand oop- of toemaak;

(13) 'n hystoestel of nie-kragaangedrewe goederehysbak bedien;

(14) verpakte artikels van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om hulle te bevat;

(15) gebreke lekkers, lekkergoedstukkies of afsnysels verwyder;

(16) vreemde voorwerpe met die hand uit neut of kakao-bone verwyder, uitgesonderd deur dit te was;

(17) bestanddele in staal- of ander panne roer, maar nie termometers aflees of stoomdruk reguleer nie;

(18) die handvat van 'n handmasjien draai of die pedaal van 'n voetmasjien trap;

(19) rubber- of ander stempels gebruik wanneer geen keuse of onderskeidingsvermoë daarby betrokke is nie;

(20) op 'n gestelde massameter massameet of herhaaldelik meet volgens of met 'n vasgestelde maat;

"bediener van 'n mobiele hystoestel" 'n werknemer wat 'n mobiele kragaangedrewe voertuig bedien wat gebruik word om goedere in 'n bedryfsinrigting te laai, af te laai, te verskuif of op te stapel;

"bediener van 'n mobiele hystoestel, gekwalifiseer," 'n bediener van 'n mobiele hystoestel met minstens 12 maande ondervinding;

"bediener van 'n mobiele hystoestel, ongekwalifiseer," 'n bediener van 'n mobiele hystoestel met minder as 12 maande ondervinding;

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word om goedere, uitgesonderd handelsreisigers se monsters, te vervoer of af te lewer, en omvat dit 'n voorhaker en 'n trekker;

"nagskof" enige werktydperk waarvan die grootste gedeelte tussen 18h00 en 07h00 val;

"n masjien bedien" 'n masjien aan- of afskakel, die nodige klein verstellings aan die masjien doen terwyl dit loop en die werk wat die masjien doen, nagaan of ondersoek;

"gestelde massameter" 'n massameter wat deur 'n werknemer, uitgesonderd 'n arbeider, gestel is vir die herhaaldelike massameet van goedere volgens slegs een massa, maar omvat dit nie 'n trekskaal nie;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n bedryfslapte, tekort aan grondstowwe of spoorwegtrokke, wisselvalligheid van die weer, 'n algemene onklaaraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"magasynman" 'n werknemer wat algemene beheer oor inkomende voorrade of inkomende goedere of vervaardigde of halfvervaardigde produkte het en verantwoordelik is vir die ontvangs, oorgedrag, verpakking of uitpak van goedere in 'n magasyn of pakhuis of die aflewering van goedere uit 'n magasyn of pakhuis aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending;

"lekkergoedmaker" 'n werknemer wat aan die bestuur of 'n voorman verantwoordelik is vir die toesig oor die werksaamhede en vir die mate waarin die werksaamhede uitgevoer word wat betrokke is by—

(a) die maak van 'n lekkergoedmassa in enige kooktoestel;

(b) die behandeling van 'n lekkergoedmassa, met inbegrip van kleur- en geurwerk, die byvoeging van speserye, neut, vrugte of ander bestanddele totdat die lekkergoedmassa finaal gereed is om toegedraai, gegiet, gesny, gefatsoeneer of op 'n ander manier bewerk te word;

(c) die rooster, uitwan of kook van kakao-bone of neut, of die verwerking van sjokolade (uitgesonderd die smelt van klaargemaakte bedekking) totdat dit gereed is om ingedoopt, bestryk, gevorm, gegiet, toegedraai of op 'n ander manier bewerk te word;

(d) panwerk;

(e) die maak van kondensmelk; of

(f) die maak van konfyt;

en wat al die pligte wat in paragrawe (a) tot en met (f) gemeld word, of enigeen daarvan, kan uitvoer;

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

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

"lekkergoed" lekkergoed of sjokolade;

"Lekkergoednywerheid" sonder om enigerwyse die gewone betekenis van die woord te beperk, die Nywerheid waarin

(12) opening of closing bags, bales, bottles, boxes, drums, tins or other containers by hand;

(13) operating a non-power-driven hoist or goods lift;

(14) placing packed articles of uniform size and number into containers specially made to contain them;

(15) removing broken sweets, sweet fragments or cut-offs;

(16) removing foreign matter from nuts or cocoa beans by hand, other than by washing;

(17) stirring ingredients in steel or other pans, excluding the reading of thermometers or the regulating of steam pressure;

(18) turning the handle of a hand-operated machine or pressing the pedal of a foot-operated machine;

(19) using rubber or other stamps, when no selection or discretion is involved;

(20) mass-measuring to a set massmeter, or repetition measuring to or with a fixed measure;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment;

"mobile hoist operator, qualified," means a mobile hoist operator who has had not less than 12 months' experience;

"mobile hoist operator, unqualified," means a mobile hoist operator who has had less than 12 months' experience;

"motor vehicle" means any power-driven vehicle used for the conveyance or delivery of goods, other than traveller's samples, and includes a mechanical horse and a tractor;

"night shift" means any period of work the major portion of which falls between 18h00 and 07h00;

"operating a machine" means starting or stopping a machine, making necessary minor running adjustments to the machine and checking or scrutinising the work done by the machine;

"set massmeter" means a scale which has been set by an employee, other than a labourer, for the repetition mass-measuring of goods to only one mass, but does not include a spring scale;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather, a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

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

"sweetmaker" means an employee who is responsible to the management or a foreman for supervising the operations and the degree to which the operations are applied, involved in—

(a) the making of a sweet mass in any cooking vessel;

(b) the treatment of a sweet mass, including colouring, flavouring, spicing, adding nuts, fruit or other ingredients until the sweet mass is finally ready to be wrapped, poured, cut, shaped or otherwise fabricated;

(c) the roasting, winnowing or boiling of cocoa beans or nuts, or the processing of chocolate (other than the melting of ready-made couverture) until it is ready to be used for dipping or coating or to be formed, poured, wrapped or otherwise fabricated;

(d) panning;

(e) the making of condensed milk; or

(f) the making of jam;

and who may perform any of the duties listed in any or all of paragraphs (a) to (f);

"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;

"sweets" means sweets or chocolates;

"Sweetmaking Industry" or "Industry" means, without in any way limiting the ordinary meaning of the term, the

werkgewers en werknemers met mekaar geassosieer is om leekgeroed te vervaardig in bedryfsinrigtings wat vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as fabriek geag word, en ook—

(a) die vervaardiging van alle handelsartikels of bestanddele wat gebruik word by die vervaardiging van leekgeroed, as dit verrig word deur die werkgewers en werknemers wat leekgeroed vervaardig; en

(b) alle werksaamhede en dienste wat in verband staan met of voortvloei uit die vervaardiging van leekgeroed of sodanige handelsartikels of bestanddele en wat deur die werkgewers van sodanige werknemers beoefen word;

“sleepwa” ’n vervoermiddel wat deur ’n motorvoertuig getrek word;

“onbelaste massa” die massa van ’n motorvoertuig of sleepwa soos aangeteken op ’n lisensie of sertifikaat wat vir sodanige voertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielmotorfiets, bromponie, outofiets of fiets wat met ’n hulpmotor uitgerus is, die onbelaste massa geag word minder as 450 kg te wees;

“loon” die bedrag geld wat aan ’n werknemer betaalbaar is ingevolge klousule 4 (1) ten opsigte van sy gewone werkure soos voorgeskryf by klousule 6: Met dien verstande dat—

(i) indien ’n werkgever ’n werknemer vir sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudbepaling nie so uitgelê moet word dat dit enige besoldiging bedoel of omvat wat ’n werknemer, wat op ’n grondslag in klousule 10 bepaal, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

“wag” ’n werknemer wat persele of eiendom bewaak;

“welsynsbeampte” ’n werknemer wat kragtens die Wet op Verpleegsters, 1957, as ’n verpleegster geregistreer is of geag word geregistreer te wees of wat ’n geldige bekwaamheidsertifikaat in eerste hulp besit wat uitgereik is deur—

(a) Die Suid-Afrikaanse Rooikruisvereniging;

(b) die St John Ambulance Association; of

(c) Die Suid-Afrikaanse Noodhulppliga;

en wat vir ’n eerstehulpkamer verantwoordelik is.

(2) By die toepassing van hierdie Ooreenkoms word ’n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING

(1) Die minimum loon wat ’n werkgever aan elke lid van ondergenoemde klasse van sy werknemers by die inwerking-treding van hierdie Ooreenkoms moet betaal, is soos in Kolom 1 hieronder uiteengesit. Hierdie lone moet 12 maande later verhoog word soos in Kolom 2 aangedui en moet weer 12 maande later verder verhoog word soos in Kolom 3 aangetoon:

	Kolom 1	Kolom 2	Kolom 3
	R	R	R
Ambagsman.....	68,10	74,90	81,70
Assistent-versendingsklerk.....	33,35	36,65	40,00
Assistent-voorman, man of vrou..	57,95	63,75	69,55
Assistent-magasyman.....	32,55	35,85	39,10
Ketelbediener.....	25,00	27,50	30,00
Chaufeur.....	29,00	31,90	34,80
Kleedkamerversorger.....	25,00	27,50	30,00
Versendingsklerk.....	50,70	55,80	60,85
Drywer van ’n motorvoertuig waar- van die onbelaste massa tesame met die onbelaste massa van ’n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(a) hoogstens 450 kg is.....	32,55	35,85	39,10
(b) meer as 450 kg maar hoog- stens 2 750 kg is.....	36,25	39,85	43,45
(c) meer as 2 750 kg maar hoog- stens 4 550 kg is.....	42,00	46,20	50,45
(d) meer as 4 550 kg is.....	49,25	54,20	59,10
Fabrieksklerk:			
Gekwalifiseer.....	34,00	37,40	40,80
Ongekwalifiseer—			
gedurende die eerste 12 maande			
ondervinding.....	29,75	32,70	35,70
Voorman, man of vrou.....	72,45	79,70	86,95

Industry in which employers and employees are associated for the manufacture of sweets in establishments which are factories for the purposes of the Factories, Machinery and Building Works 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 activities and 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;

“trailer” means any conveyance drawn by a motor vehicle;

“unladen mass” means the mass of any motor vehicle or trailer as recorded 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: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter, autocycle or cycle fitted with an auxiliary engine the unladen mass shall be deemed to be under 450 kilograms;

“wage” means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided that—

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

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 10 received over and above the amount which he would have received if he had not been employed on such a basis;

“watchman” means an employee who is engaged in guarding premises or property;

“welfare officer” means an employee who is registered or deemed to be registered as a nurse in terms of the Nursing Act, 1957, or who holds a current certificate of competency in first-aid issued by—

(a) The South African Red Cross Society;

(b) the St John Ambulance Association; or

(c) Die Suid-Afrikaanse Noodhulppliga;

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

(2) For the purposes of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees at the commencement of this Agreement shall be as set out in Column 1 hereunder which wages shall be increased 12 months thereafter to the wages set out in Column 2 and which wages shall again be increased a further 12 months thereafter to the wages set out in Column 3.

	Column 1	Column 2	Column 3
	R	R	R
Artisan.....	68,10	74,90	81,70
Assistant despatch clerk.....	33,35	36,65	40,00
Assistant foreman, male or female	57,95	63,75	69,55
Assistant storeman.....	32,55	35,85	39,10
Boiler attendant.....	25,00	27,50	30,00
Chaufeur.....	29,00	31,90	34,80
Cloakroom attendant.....	25,00	27,50	30,00
Despatch clerk.....	50,70	55,80	60,85
Driver of a motor vehicle, the un- laden mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(a) does not exceed 450 kg....	32,55	35,85	39,10
(b) exceeds 450 kg but not 2 750 kg.....	36,25	39,85	43,45
(c) exceeds 2 750 kg but not 4 550 kg.....	42,00	46,20	50,45
(d) exceeds 4 550 kg.....	49,25	54,20	59,10
Factory clerk:			
Qualified.....	34,00	37,40	40,80
Unqualified—			
during the first 12 months of experience.....	29,75	32,70	35,70
Foreman, male or female.....	72,45	79,70	86,95

	Kolom 1	Kolom 2	Kolom 3		Column 1	Column 2	Column 3
	R	R	R		R	R	R
Werknemer graad I:				Grade I employee:			
Gekwalifiseer, man.....	33,50	36,85	40,20	Qualified, male.....	33,50	36,85	40,20
Gekwalifiseer, vrou.....	27,20	29,90	32,65	Qualified, female.....	27,20	29,90	32,65
Ongekwalifiseer—				Unqualified—			
gedurende die eerste 12 maande				during the first 12 months of			
ondervinding, man.....	29,50	32,45	35,40	experience—male.....	29,50	32,45	35,40
gedurende die eerste 12 maande				during the first 12 months of			
ondervinding, vrou.....	25,60	28,15	30,70	experience—female.....	25,60	28,15	30,70
Werknemer graad II:				Grade II employees:			
Gekwalifiseer, man.....	28,00	30,80	33,60	Qualified, male.....	28,00	30,80	33,60
Gekwalifiseer, vrou.....	25,60	28,15	30,70	Qualified, female.....	25,60	28,15	30,70
Ongekwalifiseer—				Unqualified—			
gedurende die eerste 12 maande				during the first 12 months of			
ondervinding, man.....	26,50	29,15	31,80	experience—male.....	26,50	29,15	31,80
gedurende die eerste 12 maande				during the first 12 months of			
ondervinding, vrou.....	24,00	26,40	28,80	experience—female.....	24,00	26,40	28,80
Groepelier, man.....	37,50	41,25	45,00	Group leader, male.....	37,50	41,25	45,00
Groepelier, vrou.....	33,50	36,85	40,20	Group leader, female.....	33,50	36,85	40,20
Faktotum.....	36,25	39,85	43,50	Handyman.....	36,25	39,85	43,50
Arbeider, man.....	25,00	27,50	30,00	Labourer, male.....	25,00	27,50	30,00
Arbeider, vrou.....	24,00	26,40	28,80	Labourer, female.....	24,00	26,40	28,80
Bediener van 'n mobiele hystoestel:				Mobile hoist operator, qualified....	33,50	36,85	40,20
Gekwalifiseer.....	33,50	36,85	40,20	Mobile hoist operator, unqualified—			
Ongekwalifiseer—				during the first 12 months of			
gedurende die eerste 12 maande				experience.....	29,50	32,45	35,40
ondervinding.....	29,50	32,45	35,40	Storeman.....	50,70	55,75	60,85
Magasynman.....	50,70	55,75	60,85	Sweetmaker, qualified.....	70,00	77,00	84,00
Lekkergoedmaker:				Sweetmaker, unqualified—			
Gekwalifiseer.....	70,00	77,00	84,00	during the first six months of			
Ongekwalifiseer—				experience.....	40,00	44,00	48,00
gedurende die eerste ses maande				during the second six months of			
ondervinding.....	40,00	44,00	48,00	experience.....	43,00	47,30	51,60
gedurende die tweede ses maan-				during the third six months of			
de ondervinding.....	43,00	47,30	51,60	experience.....	46,00	50,60	55,20
gedurende die derde ses maande				during the fourth six months of			
ondervinding.....	46,00	50,60	55,20	experience.....	49,00	53,90	58,80
gedurende die vierde ses maan-				during the fifth six months of			
de ondervinding.....	49,00	53,90	58,80	experience.....	52,00	57,20	62,40
gedurende die vyfde ses maande				during the sixth six months of			
ondervinding.....	52,00	57,20	62,40	experience.....	55,00	60,50	66,00
gedurende die sesde ses maande				during the seventh six months of			
ondervinding.....	55,00	60,50	66,00	experience.....	58,00	63,80	69,60
gedurende die sewende ses				during the eighth six months of			
maande ondervinding.....	58,00	63,80	69,60	experience.....	61,00	67,10	73,20
gedurende die agtste ses maande				during the ninth six months of			
ondervinding.....	61,00	67,10	73,20	experience.....	64,00	70,40	76,80
gedurende die negende ses				during the tenth six months of			
maande ondervinding.....	64,00	70,40	76,80	experience.....	67,00	73,70	80,40
gedurende die tiende ses maan-				Watchman.....	29,00	31,90	34,80
de ondervinding.....	67,00	73,70	80,40	Welfare officer.....	40,55	44,60	48,65
Wag.....	29,00	31,90	34,80				
Welsynsbeampte.....	40,55	44,60	48,65				

(2) (a) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens die weekloon betaal word of, in die geval van 'n stygende skaal, die weekloon van 'n gekwalifiseerde werknemer voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat die los werknemer moet verrig, gedeel deur vyf, plus 10 persent.

(b) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon wat aan 'n werknemer betaal word op die datum waarop die Ooreenkoms van krag word, verminder word nie, en enige werknemer wat op genoemde datum 'n loon ontvang wat hoër is as dié wat vir die betrokke klas in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang solank hy by dieselfde werkgever in diens is. As 'n werknemer sy werkgever se diens om enige rede verlaat en weer deur dieselfde werkgever in diens geneem word binne 30 kalenderdae na sodanige verlaten, word sodanige afwesigheid vir die toepassing van hierdie klousule nie geag 'n diensonderbreking te wees nie.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens klousule 5 (6), moet 'n werknemer vir 'n week minstens die volle weekloon soos in subklousule (1), gelees met subklousule (4), vir 'n werknemer van sy klas voorgeskryf, betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat in klousule 6 voorgeskryf word, of minder, gewerk het.

(2) (a) *Casual employee.*—A casual employee shall be paid for each day, or part of a day of employment, not less than the weekly wage or, in the case of a rising scale, the weekly wage of a qualified employee prescribed for an employee performing the same class of work as such casual employee is required to perform, divided by five, plus 10 per cent.

(b) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date is in receipt of wages in excess of those prescribed for the class concerned in the Agreement shall continue to receive such higher rates whilst employed by the same employer. Should an employee leave his employer's service for any reason and then be re-employed by the same employer within 30 calendar days of such leaving, such absence shall not be regarded as a break in employment for the purpose of this clause.

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

(4) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

in hierdie Ooreenkoms voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër weekloon; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken teen die hoogste weekloon wat van toepassing is op gekwalifiseerde werknemers van die hoër klas: Met dien verstande dat indien die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ouderdom, ondervinding of geslag, hierdie subklousule nie van toepassing is nie.

(5) *Nagskofbesoldiging.*—'n Werknemer wat nagskof werk, uitgesonderd 'n nagwag of 'n werknemer wat gedurende die nag teenwoordig moet wees in verband met die verkoelerinstallasie of die opwekking van stoom of elektrisiteit, moet vir elke sodanige skof minstens sy dagloon plus 20 persent betaal word.

(6) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon deur vyf te deel.

(b) Die maandloon van 'n werknemer word bereken teen vier en 'n derde maal sy weekloon.

(c) Die weekloon van 'n werknemer wat per maand besoldig word, word bereken deur sy maandloon deur vier en 'n derde te deel.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 7 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of, as die werkgewer en die werknemer skriftelik daartoe ooreengekom het, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gebruikelike betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gebruikelike betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop gemeld word of wat vergesel gaan van 'n staat waarop aangetoon word die name van die werkgewer en die werknemer, die werknemer se beroep, die getal gewone werkure, oortydure of nagskofure wat gewerk is, die besonderhede van bedrae afgetrek, die verskuldigde besoldiging, die tydperk waarvoor betaling geskied, en in die geval van 'n wag, die ure op sy diensvry dag gewerk en die besoldiging daarvoor betaal.

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

(3) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word: Met dien verstande dat hierdie bepaling nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens die Swart (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of op 'n plek deur hom aangewys, kos of inwoning of kos en inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse;

(b) met die skriftelike toestemming van sy werknemer, ledegeld vir die vakvereniging;

(c) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, uitgesonderd op las of op versoek van die werkgewer, 'n bedrag wat in verhouding is tot die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(d) 'n bedrag wat die werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

(4) *Differential rate.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own 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 this Agreement, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate applicable to qualified employees of the higher class: Provided that where the difference between classes is, in terms of subclause (1), based on age, experience or sex, the provisions of this subclass shall not apply.

(5) *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 for each such shift not less than his daily wage plus 20 per cent.

(6) *Calculation of wages.*—(a) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by five.

(b) The monthly wage of an employee shall be calculated at the rate of four and one-third times his weekly wage.

(c) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and one-third.

5. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, during the hours of work on 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 container, on which shall be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name and occupation, the numbers of ordinary hours, overtime hours or night shifts worked, details of any deductions made, the remuneration due, the period in respect of which the payment is made, and in the case of a watchman, the hours worked on his day off and the remuneration paid therefor.

(2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this provision shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

(5) *Board and lodging.*—Save as provided in the Black (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and 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 deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(b) with the written consent of his employee a deduction for subscriptions to the trade union;

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

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

(e) wanneer 'n werknemer daartoe instem of daar ingevolgt die Swart (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos of inwoning of kos en inwoning van sy werkgever aan te neem, 'n bedrag wat hoogstens gelyk is aan die volgende bedrae:

	Per week	Per maand
	R	R
Kos.....	0,80	3,46
Inwoning.....	0,40	1,74
Kos en inwoning.....	1,20	5,20;

(f) Wanneer die gewone werkure, in klousule 6 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer se weekloon, gedeel deur 45, ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat sodanige bedrag hoogstens gelyk aan een sewende van die weekloon van die werknemer is, ongeag die getal ure waarmee die gewone werkure verminder word: Voorts met dien verstande dat geen bedrag—

(i) in die geval van korttyd weens 'n bedryfslapte of 'n tekort aan grondstowwe afgetrek mag word nie, tensy die werkgever sy werknemer minstens 24 uur vooraf kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) in die geval van korttyd weens 'n algemene onklaar-raking van installasies of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, afgetrek mag word nie ten opsigte van die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(g) geld wat die werkgever aan sy werknemer geleen het: Met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer mag uitmaak;

(h) behoudens subklousule (4) en met die skriftelike toestemming van sy werknemer, 'n bedrag verskuldig aan 'n werkgever vir goedere wat sy werknemer van hom gekoop en vir verversings wat hy aan hom verskaf het: Met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging verskuldig aan sodanige werknemer, mag uitmaak;

(i) 'n bedrag gelyk aan sy dagloon ten opsigte van alle openbare vakansiedae waarop 'n werknemer toegelaat word om nie te werk nie, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag.

6. WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYDWERK

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

- (a) 45 in 'n week van Maandag tot en met Vrydag; en
(b) behoudens subparagraaf (a) hiervan, nege op 'n dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens nege op 'n dag.

(3) *Etenspouse.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag 'n werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(i) werktye wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) as sodanige pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd te wees wat gewerk is;

(iii) 'n motorvoertuigdrywer wat gedurende sodanige pouse niks anders doen as om vir die voertuig en sy vrag, as daar 'n vrag is, verantwoordelik te wees of te bly nie, by die toepassing van hierdie subklousule geag word gedurende sodanige pouse nie te gewerk het nie:

Voorts met dien verstande dat 'n werkgever met minstens 75 persent van sy werknemers kan ooreenkom om die tydperk van sodanige etenspouse te verkort tot minstens 'n halfuur, en in so geval kan die etenspouse aldus verkort word nadat die werkgever die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg) skriftelik daarvan in kennis gestel het en in sodanige gevalle—

(aa) moet werktye onderbreek deur 'n pouse van minder as 'n halfuur, geag word aaneenlopend te wees; en

(e) whenever an employee agrees or is required in terms of the Black (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
Board.....	0,80	3,46
Lodging.....	0,40	1,74
Board and lodging.....	1,20	5,20;

(f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 45: Provided that such deduction shall not exceed one-seventh of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced: Provided further that no deduction shall be made—

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

(ii) in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or a threatened breakdown of buildings caused by accidents 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;

(g) a deduction for any money lent by an employer to his employee: Provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

(h) subject to the provisions of subclause (4), with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee and for refreshments supplied: Provided that such deduction shall not exceed one-third of the total remuneration due to such employee;

(i) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day or Boxing Day, on which an employee is permitted not to work, of an amount equal to his daily wage.

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 employee, shall not exceed—

- (a) 45 in any week from Monday to Friday, inclusive; and
(b) subject to subparagraph (a) hereof, nine hours on any day.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without one meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;

(iii) a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this subclause not to have worked during such interval:

Provided further that an employer and not less than 75 per cent of his employees may agree to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Industrial Council for the Sweetmaking Industry (Johannesburg), in writing, the interval may be so reduced and in such instance—

(i) periods of work interrupted by intervals of less than half an hour shall be deemed to be continuous; and

(ab) indien so 'n pouse langer as 'n halfuur duur, moet elke tydperk van meer as 'n drie-kwartuur geag word gewone werkure te wees.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers so na as moontlik aan die middel van elke werktydperk in die voor- en die namiddag 'n ruspouse van minstens 10 minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer te wees.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (3) en (4), moet alle werkure op 'n dag agtereenvolgend wees.

(6) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die maksimum getal ure wat in subklousules (1) en (2) voorgeskryf word, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk:*

(a) *Manlike werknemers.*—'n Werkgewer mag nie van sy manlike werknemers vereis of hulle toelaat om langer oortyd as die volgende te werk nie:

(i) Twee uur op 'n dag: Met dien verstande dat vyf uur oortyd op 'n Saterdag gewerk mag word;

(ii) 10 uur in 'n week.

(b) *Vroulike werknemers.*—'n Werkgewer mag nie van sy vroulike werknemers vereis of hulle toelaat om—

(i) tussen 18h00 en 06h00 te werk nie;

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

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

(iv) oortydwerk vir meer as twee uur op 'n dag te verrig nie, behalwe op 'n Saterdag wanneer vyf uur oortyd voor 13h00 gewerk mag word;

(v) oortydwerk vir meer as 10 uur in enige week te verrig nie.

(8) *Etes moet verskaf word.*—'n Werkgewer moet aan 'n manlike werknemer van wie vereis word om ná 18h30 oortyd te werk en aan 'n vroulike werknemer van wie vereis word om langer as een uur ná haar gewone werkure oortyd te werk, 'n toereikende ete verskaf of in plaas daarvan aan so 'n werknemer betyds 'n bedrag van minstens 60c betaal om sodanige werknemer in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer vir alle oortydwerk wat hy verrig, minstens een en 'n half maal die loon betaal wat sodanige werknemer verdien.

(10) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op werknemers wat altesaam meer as R2 400 per jaar verdien nie en subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat werk verrig wat deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval veroorsaak word nie of wat werk verrig in verband met die opknop of herstel van installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie of wat herstelwerk aan geboue verrig wat nie uitgevoer kan word terwyl die masjinerie aan die gang is nie.

(b) Hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag die loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, vir elke voltooiide tydperk van 12 maande diens by hom, verlof soos volg toestaan:

(a) In die geval van 'n wag, 29 agtereenvolgende kalenderdae;

(b) in die geval van alle ander werknemers, 13 agtereenvolgende werkdae;

en moet hy sodanige werknemer soos volg betaal:

(i) In die geval van 'n werknemer in (a) bedoel, minstens drie maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is; en

(ii) if such interval be longer than half an hour any period in excess of three-quarters of an hour shall be deemed to be time worked.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval such employee 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 subclauses (3) and (4), all hours of work on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the maximum number of hours prescribed in subclauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of overtime:*

(a) *Male employees.*—An employer shall not require or permit his male employees to work overtime for more than—

(i) two hours on any day: Provided that five hours' overtime may be worked on a Saturday;

(ii) 10 hours in any week.

(b) *Female employees.*—An employer shall not require or permit his female employees to work—

(i) between 18h00 and 06h00;

(ii) overtime on more than three consecutive days;

(iii) overtime on more than 60 days in any year;

(iv) overtime for more than two hours on any day, except Saturday when up to five hours' overtime may be worked before 13h00;

(v) overtime for more than 10 hours in any week.

(8) *Meals to be provided.*—An employer shall provide a male employee who is required to work overtime after 18h30, and a female employee who is required to work for more than one hour after her ordinary working hours, with a sufficient meal, or in lieu thereof shall pay to such employee an amount not less than 60c in sufficient time to enable such employee to obtain and have a meal before the overtime is due to commence.

(9) *Payment of overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate of not less than one and a half times the wage due to such employee.

(10) *Savings.*—(a) The provisions of this clause shall not apply to employees receiving more than R2 400 per annum in total wages and the provisions of subclauses (3), (4), (5) and (7) shall not apply to a male 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.

(b) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months' employment with him—

(a) in the case of a watchman, 29 consecutive calendar days' leave;

(b) in the case of all other employees, 13 consecutive working days' leave;

and shall pay to such employee—

(i) in the case of an employee referred to in (a), not less than three times the weekly wage to which he is entitled as from the first day of the commencement of the leave; and

(ii) in die geval van 'n werknemer in (b) bedoel, 'n bedrag van minstens die weekloon wat hy onmiddellik voor die aanvang van die verlof verdien het, gedeel deur vyf, vir elke dag van sodanige verlof. Wat al hierdie werknemers betref, beteken die uitdrukking "werkdae" alle dae van Maandag tot en met Vrydag.

Wanneer 'n werknemer gedurende die verloftydperk geregig word op 'n bonusverhoging, moet die verhoging met ingang van die datum waarop dit betaalbaar word, in aanmerking geneem word by die berekening van die bedrag wat ingevolge subklousule (1) aan hom betaalbaar is.

(2) Die verlof in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) indien sodanige verlof nie vroeër toegestaan is nie, dit sò toegestaan moet word dat dit, behoudens subklousule (3), begin binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het, of dat, indien die werknemer skriftelik daartoe ingestem het vóór verstryking van genoemde tydperk van vier maande, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf 'n datum uiterlik twee maande ná die verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie mag saamval met siekteverlof wat kragtens klousule 8 verleen is nie en ook nie met enige tydperk van militêre diens of met enige tydperk van diensopsegging nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke dag, hetsy sodanige dae op 'n Saterdag of 'n Sondag val, by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer 'n bedrag gelyk aan sy dagloon ten opsigte van elke sodanige bygevoegde dag moet ontvang;

(iv) dat 'n werkgever alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van 12 maande diens waarop sodanige tydperk van jaarlikse verlof betrekking het, van sodanige verlof mag aftrek.

(3) Op versoek van 'n arbeider kan 'n werkgever, in plaas van die verlof wat vir die arbeider in subklousule (1) voorgeskryf word, hom minstens die bedrag betaal wat die werkgever hom vir sodanige verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande dat sodanige betaling in plaas van verlof hoogstens een keer in twee agtereenvolgende tydperke van 12 maande diens by dieselfde werkgever toegelaat word.

(4) *Verlofbesoldiging*.—Die besoldiging vir die jaarlikse verlof in subklousule (1) voorgeskryf, moet betaal word voor of op die laaste werkdag voor die datum waarop die verlof begin.

(5) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof opgeloopt het wat in subklousule (1) gemeld word, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging vir elke week diens van sodanige tydperk van minder as een jaar, in die geval van 'n wag, minstens een twaalfde en in die geval van alle ander werknemers, minstens een twintigste van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) 'n Werknemer wat geregig geword het op verlof in subklousule (1) voorgeskryf, en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy vir die verlof sou ontvang het as die verlof op die datum van beëindiging aan hom toegestaan was.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

(a) met verlof kragtens subklousule (1) is;

(b) met siekteverlof kragtens klousule 8;

(c) op las of op versoek van sy werkgever;

(d) om militêre diens te ondergaan ingevolge die Verdedigingswet van 1957;

en wat altesaam in enige jaar hoogstens 10 weke beloop ten opsigte van (a), (b) en (c), plus 'n maksimum tydperk van vier maande van enige militêre diens in (d) bedoel, wat in daardie jaar ondergaan is, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens enige wet geregig geword het, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregig geword het;

(ii) in the case of an employee referred to in (b), an amount not less than the weekly wage due to him immediately before the commencement of such leave divided by five, in respect of each day thereof. In regard to all such employees the expression "working days" shall mean Mondays to Fridays inclusive.

In the event of an employee becoming entitled to an increase in wages during the period of leave, the increase shall be taken into account from the date it is due in computing the amount payable to him in terms of subclause (1).

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employee has agreed thereto, in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military service nor with any period during which the employee is under notice of termination of employment;

(iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the day of the Covenant, Christmas Day, or Boxing Day, fall within the period of such leave, another work-day shall, for each day, whether or not such days fall on a Saturday or Sunday, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added;

(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 written request during the period of 12 months of employment to which the period of annual leave relates.

(3) At the request of a labourer an employer may, in lieu of granting leave prescribed for such labourer in subclause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave were granted: Provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of 12 months of employment with the same employer.

(4) *Leave remuneration*.—The remuneration in respect of the annual leave prescribed in subclause (1) shall be paid not later than the last work-day before the date of the commencement of the leave.

(5) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued, shall, save as provided in the fourth proviso of subclause (2), upon such termination be paid in respect of each week of employment of such period of less than one year, in the case of a watchman, not less than one-twelfth and in the case of all other employees, not less than one-twentieth of the weekly wage which he was receiving immediately before the date of such termination.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(7) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

(a) on leave in terms of subclause (1);

(b) on sick leave in terms of clause 8;

(c) on the instructions or at the request of his employer;

(d) undergoing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus the period, subject to a maximum of four months, of any service referred to in subparagraph (d) undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

(8) (a) 'n Werkgever het die reg om sy fabriek te eniger tyd vir jaarlikse verlof te sluit vir die tydperk in subklousule (1) (b) hiervan voorgeskryf, verleng met sodanige addisionele dae wat kragtens subklousule (2) (iii) hiervan bygevoeg mag word: Met dien verstande egter dat 'n werkgever sodanige sluiting met 'n addisionele twee werkdae mag verleng sonder om daarvoor te betaal.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-inrigting ingevolge paragraaf (a) nog nie geregtig is nie op die volle tydperk van jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet vir enige verlof wat wel aan hom verskuldig is, besoldig word op die grondslag in subklousule (5) gemeld: Met dien verstande dat 'n werkgever aan sodanige werknemer 'n bedrag kan voorskiet wat gelyk is aan die verskil tussen die bedrag wat aan hom verskuldig en betaal is vir die opgelope verlof en die bedrag wat vir verlof aan hom verskuldig sou gewees het as hy 12 maande diens ten tyde van sodanige sluiting voltooi het, en enige bedrag wat aldus voorgeskiet word, moet vir die toepassing van klousule 5 (6) (g) geag word geld te wees wat geleen is.

8. SIEKTEVERLOF

(1) 'n Werkgever moet aan sy werknemer wat weens ongeskiktheid van sy werk afwesig is, altesaam 12 werkdae siekteverlof gedurende enige jaar diens toestaan en hom vir elke sodanige dag een vyfde van die weekloon betaal wat hy ontvang het onmiddellik voor die aanvang van sodanige verlof. Die werkgever kan binne een week na sodanige afwesigheid vereis dat die werknemer ten opsigte van elke tydperk van afwesigheid uit sy werk wat strek oor meer as twee agtereenvolgende dae, en ten opsigte waarvan betaling geëis word, 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn onderteken is: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid van sy werk so 'n sertifikaat voorlê. Wanneer 'n werknemer reeds gedurende 'n diensjaar van 'n vorige werkgever of werkgevers besoldiging kragtens hierdie subklousule ontvang het, is 'n werkgever geregtig om die getal dae siekteverlof waarvoor aldus betaal is, af te trek van die getal dae siekteverlof waarop die werknemer kragtens hierdie klousule vir die betrokke diensjaar geregtig is, en vir die toepassing hiervan moet die werknemer se vorige siekteverlof vasgestel word vir die inligting wat in Aanhangsel B van hierdie Ooreenkoms verstrekkend word.

(2) Vir die toepassing van subklousule (1) hiervan, begin 'n werknemer se diensjaar op 1 Januarie en eindig dit op 31 Desember elke jaar.

(3) 'n Werknemer is nie op besoldiging vir siekteverlof gedurende die eerste 13 weke diens by sy werkgever geregtig nie. Daarna is hy geregtig op besoldiging vir siekteverlof vir hoogstens ses werkdae. By voltooiing van 'n verdere 13 weke diens is hy geregtig op besoldiging vir siekteverlof vir 'n verdere ses werkdae, altyd behoudens die reg van die werkgever om kragtens subklousule (1) hiervan enige siekteverlof af te trek waarvoor 'n vorige werkgever betaal het.

(4) Waar daar by enige wet van 'n werkgever vereis word om hospitaalgelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal en hy sodanige gelde wel betaal, kan die bedrag wat aldus betaal is, afgetrek word van die besoldiging wat ingevolge hierdie klousule vir ongeskiktheid verskuldig is.

(5) Siekteverlof mag nie saamval met enige tydperk wat 'n werknemer afwesig is met verlof kragtens klousule 7 of met enige tydperk van militêre diens nie.

(6) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat in klousule 7 (7) daaraan geheg word.

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of coming into operation of this Agreement, whichever is the later.

(8) (a) An employer shall be entitled to close his factory for annual leave at any time for the period set out in sub-clause (1) (b) hereof, extended by such additional days as may be added by virtue of subclause (2) (iii) hereof: Provided, however, that an employer may extend such closing for a further two additional working days without payment therefor.

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) shall in respect of any leave due to him be paid on the basis set out in subclause (5): Provided that an employer may advance to such employee an amount equivalent to the difference between the amount due and paid to him in respect of accrued leave and the amount which would have been due to him in respect of leave if he had completed 12 months of employment at such closing and any amount so advanced shall for the purpose of clause 5 (6) (g) be deemed to be money lent.

8. SICK LEAVE

(1) An employer shall grant to his employee who is absent from work through incapacity, 12 work-days' sick leave in the aggregate during any one year of employment and shall pay to him in respect of each such day one-fifth of the weekly wage which he was receiving immediately prior to the commencement of such leave. The employer may require within one week of absence the production of a certificate signed by a registered medical practitioner in respect of each period of absence from work covering more than two consecutive days for which payment is claimed: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence. Where an employee has already received payment in terms of this clause from any previous employer or employers during any year of employment an employer shall be entitled to deduct the number of days' sick leave thus paid from the number of days' sick leave the employee is entitled to in terms of this clause in respect of the year of employment to which such leave relates, and for the purposes hereof the employee's previous sick leave shall be determined from the information furnished in Annexure B of this Agreement.

(2) For the purposes of subclause (1) hereof the year of employment of an employee shall commence on 1 January and terminate on 31 December of each year.

(3) An employee shall not be entitled to payment for sick leave occurring during the first 13 weeks of his employment with his employer. Thereafter he shall be entitled to payment of a maximum of six work-days' sick leave. On completion of a further 13 weeks of employment, he shall be entitled to payment up to a further six work-days' sick leave, subject always to the employer's right to deduct in terms of sub-clause (1) hereof any sick leave paid by a previous employer.

(4) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause.

(5) Sick leave shall not run concurrent with any period during which an employee is absent on leave granted in terms of clause 7 or with any period of military service.

(6) For the purposes of this clause the expression "employment" shall have the same meaning as assigned to it in clause 7 (7).

(7) For the purposes of this clause, the expression "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation

kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid geag word gedurende 'n tydperk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof, en moet verlof toegestaan word, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag, afgesien daarvan of sodanige dae op 'n Saterdag of Sondag val, en moet vir elke sodanige dag minstens sy weekloon, gedeel deur vyf, betaal word: Met dien verstande dat daar van 'n werknemer vereis kan word om op enigiene van dié dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer en 'n wag, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weekloon, gedeel deur vyf, plus die weekloon, gedeel deur 45, betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag werk, moet sy werkgever hom vir elke sodanige dag minstens die daaglikse totaal betaal wat in klousule 4 vir 'n los werknemer voorgeskryf word, plus sodanige daaglikse totaal, gedeel deur nege, vir elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Besoldiging vir werk op Sondag.*—'n Werkgever moet 'n werknemer vir enige tyd wat hy op 'n Sondag gewerk het, betaal—

(a) teen minstens dubbel sy volle loon vir 'n gewone werkdag of teen minstens dubbel sy gewone loon vir die totale tydperk aldus op sodanige Sondag gewerk, naamlik die grootste bedrag; of

(b) teen minstens een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag gewerk het, en hom daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie met volle besoldiging toestaan.

10. AANSPORINGSLOONWERK

(1) 'n Werkgever kan, ná minstens een week kennisgewing aan sy werknemer, 'n aansporingsloonwerkskema invoer, en behoudens klousule 5 (6), moet die werkgever sodanige werknemer wat volgens sodanige aansporingsloonwerkskema vir enige tydperk werk, besoldig teen die aansporingsloon wat volgens die stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die gehalte van of die hoeveelheid werk verrig, die werknemer minstens die volgende moet betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin aansporingsloonwerk verrig word, die weekloon wat in klousule 4, gelees met klousule 6 (9), vir 'n werknemer van sy klas voorgeskryf word;

(b) in die geval van 'n los werknemer, vir elke dag waarop aansporingsloonwerk verrig word, die besoldiging wat vir sodanige werknemer in klousule 4, gelees met klousule 6 (9), voorgeskryf word.

(2) Die werkgever moet 'n lys van die aansporingslone wat in subklousule (1) gemeld word, op 'n opvallende plek in sy inrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande aansporingsloonwerkskema of die lone wat daarvolgens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een week vooraf kennis gee van sodanige voorneme: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn kan ooreenkom, en in so 'n geval mag die werkgever nie vir 'n korter tydperk kennis gee as die kennisgewingstermyn waaroor daar ooreengekom is nie.

11. GETALSVERHOUDING

(1) Die werkgever mag nie 'n assistent-voorman, assistent-magasyman of assistent-versendingsklerk in diens neem nie tensy hy onderskeidelik 'n voorman, magasyman of versendingsklerk in sy diens het.

(2) Die werkgever mag nie 'n groepleier in diens neem nie tensy hy 'n voorman in sy diens het.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde lekkergoedmaker in diens neem nie tensy hy 'n gekwalifiseerde lekkergoedmaker in sy diens het, en vir elke gekwalifiseerde lekkergoedmaker in sy diens mag hy hoogstens een ongekwalifiseerde lekkergoedmaker in diens neem.

(4) (a) 'n Werkgever mag nie 'n ongekwalifiseerde werknemer graad I in diens neem nie tensy hy 'n gekwalifiseerde werknemer graad I in sy diens het, en vir elke gekwalifiseerde werknemer graad I in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad I in diens neem.

Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays.*—An employee, other than watchman, shall be entitled to and granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, and Boxing Day, whether or not such days fall on Saturday or Sunday, and shall be paid in respect of each such day not less than his weekly wage divided by five: Provided that an employee may be required to work on any such day.

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a casual employee and a watchman, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, or Boxing Day, his employer shall pay to him for each day not less than his weekly wage divided by five plus, in respect of each hour or part of any hour so worked, such weekly wage divided by 45.

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

(3) *Payment for work on Sundays.*—An employer shall pay an employee for any time worked by him on a Sunday—

(a) at a rate of not less than double his full wage in respect of a normal working day, or at a rate of not less than double his ordinary wage in respect of the total period worked on such Sunday, whichever is the greater; or

(b) at a rate of not less than one and a half times his hourly wage in respect of each hour or part of an hour worked on such Sunday, and in addition grant him within seven days of such Sunday, one day's holiday on full pay.

10. INCENTIVE RATES WORK

(1) An employer may, after at least one week's notice to his employee, apply any incentive works system and, save as provided for in clause 5 (6), the employer shall pay to such employee who is employed on such incentive rates work system for any period, remuneration at the incentive rates applicable under such system: Provided that, irrespective of the quality or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week in which incentive rates work is performed, the weekly wage prescribed in clause 4 read with clause 6 (9) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which incentive rates work is performed, the remuneration prescribed for such employee in clause 4 read with clause 6 (9).

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the incentive rates referred to in subclause (1).

(3) An employer who intends to cancel or amend in any way any incentive rates work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one week's notice of the intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

11. PROPORTION OF RATIO

(1) An employer shall not employ an assistant foreman, assistant storeman or assistant despatch clerk unless he has in his employ a foreman, storeman or despatch clerk, respectively.

(2) An employer shall not employ a group leader unless he has in his employ a foreman.

(3) An employer shall not employ an unqualified sweetmaker unless he has in his employ a qualified sweetmaker, and for each qualified sweetmaker in his employ he shall not employ more than one unqualified sweetmaker.

(4) (a) An employer shall not employ an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee in his employ he shall not employ more than one unqualified Grade I employee.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad II in diens neem tensy hy 'n gekwalifiseerde werknemer graad I of graad II in sy diens het, en vir elke gekwalifiseerde werknemer graad I of graad II in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad II in diens neem.

(5) Niks in hierdie klousule moet so uitgelê word dat dit die indiensneming van 'n ongekwalifiseerde werknemer graad I en 'n ongekwalifiseerde werknemer graad II vir dieselfde gekwalifiseerde werknemer graad I toelaat nie.

(6) Vir die toepassing van hierdie klousule—

(a) kan 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees: Met dien verstande dat hoogstens een lid van 'n firma of vennootskap geag mag word sodanige werknemer te wees: Voorts met dien verstande dat sy naam in die tyd- en loonregister moet voorkom en die beroep wat hy beoefen, daarin ingeskryf is;

(b) kan 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, geag word 'n gekwalifiseerde werknemer te wees.

(7) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing.

12. LOGBOEK

(1) Die werkgewer moet aan elke motorvoertuigdrywer in sy diens 'n logboek verskaf wat sover doenlik in die volgende vorm moet wees:

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer.....
 Datum.....
 Tyd waarop werk begin het.....h.....h.....
 Tyd waarop werk gestaak is.....h.....h.....
 Getal ure gewerk.....
 Etenspouses van.....h.....tot.....h.....
 Besonderhede van ongeluk of oponthoud.....

Handtekening van drywer.....

Datum.....19.....

(2) Elke drywer van 'n motorvoertuig aan wie die logboek verskaf is wat in subklousule (1) bedoel word, moet genoemde daaglikse log ten opsigte van elke dag se werk sover doenlik in die voorgeskrewe vorm en in tweevoud invul en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, die ingevulde duplikaatkopie daarvan by sy werkgewer inlewer.

(3) Elke werkgewer moet die ingevulde duplikaatkopie van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van drie jaar bewaar ná die datum waarop hy dit ontvang het.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) in die geval van 'n werknemer wat weekliks besoldig word, 'n week; en

(b) in die geval van 'n werknemer wat maandeliks besoldig word, 'n maand;

vooraf kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur die werknemer of die werkgewer, na gelang van die geval, in plaas van sodanige kennis te gee, minstens die volgende te betaal:

(i) In die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van die beëindiging ontvang;

(ii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer ten tyde van die beëindiging ontvang: Met dien verstande dat hierdie bepalinge nie die volgende raak nie:

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n opseggingstyd bepaal wat vir albei partye ewe lank en langer is as dié wat in hierdie klousule voorgeskryf word;

(iii) die inwerkingtreding van 'n verbeuring of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(b) An employer shall not employ an unqualified Grade II employee unless he has in his employ a qualified Grade I employee or Grade II employee and for each qualified Grade I employee or Grade II employee in his employ he shall not employ more than one unqualified Grade II employee.

(5) Nothing in this clause shall be so construed as to permit of the employment of both an unqualified Grade I employee and an unqualified Grade II employee for the same qualified Grade I employee.

(6) For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in such class: Provided that not more than one member of any firm or partnership shall be so deemed: Provided further that he has caused his name to appear in the time and wage register and has entered therein the occupation in which he is engaged;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

(7) This clause shall apply separately to each establishment.

12. LOG BOOK

(1) Every employer shall provide each driver of a motor vehicle in his employ with a log book as nearly as practicable in the following form:

DAILY LOG

Name of employer.....
 Name of driver.....
 Date.....
 Time of starting work.....h.....h.....
 Time of finishing work.....h.....h.....
 Number of hours worked.....
 Meal intervals from.....h.....to.....h.....
 Particulars of any accident or delay.....

Signature of driver.....

Date.....19.....

(2) Every driver of a motor vehicle upon being provided with a log book referred to in subclause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, 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 duplicate completed copy thereof to his employer.

(3) Every employer shall retain the duplicate completed copy of the daily log, which in terms of subclause (2) has been delivered to him, for a period of three years subsequent to the occurrence of that event.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of an employee paid weekly, one week's notice; and

(b) in the case of an employee paid monthly, one month's notice;

of his intention to terminate the contract, or any employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;

(ii) in the case of a month's notice, the monthly wage which the employee is receiving at the date of such termination;

Provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee.

(2) Waar daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die opseggingstyd waarvoor daar ooreengekom is.

(3) Daar moet, met inagneming van subklousule (1), soos volg kennis gegee word:

(a) In die geval van 'n weeklikse werknemer, te eniger tyd gedurende die werkure op enige werkdag, en die opseggingstyd begin op die volgende dag;

(b) in die geval van 'n maandelikse werknemer, tot om 12h00 op die eerste dag van 'n kalendermaand, en die opseggingstyd begin op sodanige dag:

Met dien verstande dat—

(i) kennis nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 7 toegestaan is of gedurende enige tydperk van militêre diens gegee mag word of daarmee mag saamval nie;

(ii) kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 8 toegestaan is, gegee mag word nie.

(4) Die kennisgewing wat in hierdie klousule voorgeskryf word, moet, behalwe in die geval van 'n werknemer in klousule 4 (2) (a) bedoel, op skrif gestel word en in die vorm wees wat in Aanhangsel C van hierdie Ooreenkoms voorgeskryf word.

(5) Wanneer 'n werknemer sy dienskontrak beëindig sonder om die vereiste kennis te gee en die vereiste opseggingstyd uit te dien of sonder om sy werkgever in plaas van kennisgewing te betaal, kan sy werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, uit geld wat hy aan sodanige werknemer ingevolge enigeen van die bepalinge van hierdie Ooreenkoms skuld, vir homself 'n bedrag toeëien van hoogstens die bedrag wat sodanige werknemer aan hom sou moes betaal het in plaas van kennisgewing.

14. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand wat onder die leeftyd van 15 jaar is, in diens neem nie.

15. DIENSSERTIFIKAAT

(1) 'n Werkgever moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat uitreik waarop geen verandering aangebring is nie en wat in die vorm is soos voorgeskryf in Aanhangsel B.

(2) Die sertifikaat in subklousule (1) hierbo bedoel, moet deur die Raad verskaf en deur die werkgever in drievoud uitgereik word. Die oorspronklike moet aan die betrokke werknemer gegee word; een kopie moet saam met die maandelikse opgawe soos voorgeskryf in Aanhangsel A, aan die Raad gestuur en een kopie moet deur die werkgever vir registerdoeleindes gehou word.

(3) Die sertifikaat moet in elke geval van diensbeëindiging uitgereik word, en as die oorspronklike sertifikaat nie aan die betrokke werknemer oorhandig kan word nie, moet dit na sy laaste bekende adres of, as dit nie beskikbaar is nie, aan die Sekretaris van die Raad gestuur word.

16. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en skoon toestand hou, en sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgever.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling kragtens hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon enige vrystellingssertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n vrystellingssertifikaat uitreik wat hy onderteken het en waarin die volgende gemeld word:

(a) Die volle naam van die betrokke persoon;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice as prescribed in subclause (1) shall be given—

(a) in the case of a weekly employee, at any time during working hours on any working day and shall commence to run from the following day;

(b) in the case of a monthly employee, up to 12h00 on, and shall commence to run from, the first day of a calendar month:

Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or with any period of military service;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) The notice prescribed in this clause shall be, in writing, in the form prescribed in Annexure C to this Agreement, except in the case of an employee referred to in clause 4 (2) (a).

(5) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

14. PROHIBITION OF EMPLOYMENT

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

15. CERTIFICATE OF SERVICE

(1) An employer shall, upon termination of the contract of employment of any employee, other than a casual employee, furnish such employee with a certificate of service, without alteration in the form prescribed in Annexure B.

(2) The certificate referred to in subclause (1) above, shall be supplied by the Council and shall be issued by an employer, in triplicate, the original being handed to the employee concerned, one copy being forwarded to the Council together with the monthly return prescribed in Annexure A and one copy retained by the employer for record purposes.

(3) The certificate shall be issued in each and every case of termination of employment, and in the event of it, not being possible to hand the original to the employee concerned it shall be forwarded to him at his last known address, or if this is not available it shall be forwarded to the Secretary of the Council.

16. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer.

17. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this clause, 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, after one week's notice, in writing, has been given to the person concerned withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, agter-eenvolgens nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die werkgever stuur.

18. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad moet op die volgende wyse bestry word:

- (1) Elke werkgever moet van die loon van elkeen van sy arbeiders 4c per week en van die loon van elkeen van sy ander werknemers 5c per week aftrek.
- (2) By die bedrag afgetrek soos in subklousule (1) bepaal, moet die werkgever 'n gelyke bedrag voeg.
- (3) Elke werkgever moet die totale bedrag in subklousules (1) en (2) bedoel, saam met die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms, voor of op die 15de dag van die maand ná die maand waarop die bedrae wat afgetrek is, betrekking het, aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, 2000, stuur.
- (4) Die bedrae moet afgetrek en bygevoeg word selfs wanneer 'n werknemer met verlof is kragtens klousule 7 of wanneer 'n werknemer besoldiging kragtens klousule 8 tydens siekteverlof ontvang en moet ten volle betaal word selfs waar 'n werknemer minder as 'n volle week se loon betaal word.
- (5) Die Raad kan die bedrae wat afgetrek word, te eniger tyd verminder indien hy dit dienstig ag.

19. REGISTRASIE VAN WERKNEMERS

- (1) Elke werkgever wat dit nog nie gedoen het ingevolge 'n ooreenkoms wat in die Nywerheid van krag is nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en
- (2) elke werkgever wat na daardie datum tot die Nywerheid toetree; moet binne een maand nadat hy met sy werksaamhede begin het, onderstaande besonderhede aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, 2000, stuur:
- (a) Die volle naam/name van die eienaar(s), vennote of direkteure;
- (b) die adres van die eienaar(s), vennote of direkteure;
- (c) die naam van die onderneming;
- (d) die adres waar die besigheid geleë is;
- (e) die aard van die besigheid;
- (f) die getal werknemers.
- (3) Ingeval 'n onderneming van bestuur, eienaar, status, naam en adres verander, moet die Raad binne een maand van sodanige verandering in kennis gestel word.

20. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

Werkgewers moet aan hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad uit te voer.

21. VAKVERENIGINGSFASILITEITE

- (a) 'n Werkgever moet die Sweet Workers' Union organisasie fasiliteite verleen deur beamptes van die vakvereniging hoogstens een maal elke 14 dae gedurende die middagetuursuur in teekamers of ruskamers, of elders op die perseel van die werkgever volgens ooreenkoms met die werkgever toe te laat vir die bespreking van vakverenigingsake.
- (b) Elke werkgever moet aan werkwinkelverteenwoordigers wat deur al die werknemers van elke afsonderlike fabriek aangestel is, redelike fasiliteite verleen om ledesgeld gedurende werkure, en wel vir hoogstens een uur per week, op die gewone betaaldag van die bedryfsinrigting in te vorder.

22. AFTREKORDERS

'n Werkgever moet op die skriftelike versoek van sy werknemer die ledesgeld wat ooreenkomstig die konstitusie van die Sweet Workers' Union aan die vakvereniging betaalbaar is, van sodanige werknemer se loon aftrek en die volle bedrag aldus afgetrek voor of op die 15de dag van elke maand aan die betrokke vakvereniging stuur. Selfs al word die skriftelike versoek ingetrek, moet die ledesgeld nog afgetrek word gedurende die drie maande wat die werknemer aan die vakvereniging kennis moet gee ten einde sy lidmaatskap te beëindig.

(c) the conditions subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

18. EXPENSES OF THE COUNCIL

The expenses of the Council shall be met in the following manner:

(1) Every employer shall deduct from the wages of each of his labourers 4c per week and from the wages of each of his other employees 5c per week.

(2) To the amount deducted as provided for in subclause (1), the employer shall add an equal amount.

(3) The total sum referred to in subclauses (1) and (2) shall be forwarded by each employer together with the form prescribed in Annexure A to this Agreement to the Secretary of the Council, P.O. Box 4172, Johannesburg, 2000, not later than the 15th day of the month following that to which the deductions refer.

(4) The deductions and additions shall be made even when an employee is on leave in terms of clause 7, or when an employee is being paid sick leave in terms of clause 8 and shall be made in full even in the event of any employee being paid less than a full week's wage.

(5) The Council may reduce the deductions at any time it deems expedient.

19. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so under the provisions of any agreement previously in force in the Industry, shall within one month from the date on which this Agreement comes into operation; and

(2) every employer entering the Industry after that date shall, within one month of operation by him, forward to the Secretary of the Council, P.O. Box 4172, Johannesburg, 2000, the following particulars:

(a) Full name(s) of proprietor(s), partners or directors;

(b) address of proprietor(s), partners or directors;

(c) name of business;

(d) address where business is situated;

(e) nature of business;

(f) number of employees.

(3) In the event of any change in managership, ownership, status, name and address, such change shall be notified to the Council within one month.

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

Employers shall give to any of their employees who are representatives on the Council, every reasonable facility to attend to their duties in connection with the work of the Council.

21. TRADE UNION FACILITIES

(a) An employer shall grant the Sweet Workers' Union organisational facilities, by admitting Union officials to the premises of an employer not more than once a fortnight during the lunch hour in tea- or restrooms or elsewhere as arranged with the employer for the purpose of discussing Union matters.

(b) Every employer shall grant reasonable facilities to shop stewards appointed by all employees of each individual factory to collect subscriptions during working hours limited to one hour per week on the usual pay-day of the establishment.

22. STOP ORDERS

An employer shall upon written request of his employee, deduct from the employee's wages his subscriptions payable to the Sweet Workers' Union in terms of the Union's Constitution, and shall forward the full amount so deducted to the trade union concerned, not later than the 15th day of each month. Notwithstanding the cancellation of the written request, the deduction shall continue during the notice period of three months which the employee is required to give to the Union to terminate his membership.

23. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, opplak en opgeplak hou op 'n opvallende plek op sy perseel waar sy werknemers dit maklik kan lees.

24. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan hierdie Ooreenkoms en dit is die plig van die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of geskrifte te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

Namens die partye op hede die 31ste dag van Oktober 1978 in Johannesburg onderteken.

R. A. H. BENNETT, Voorsitter.

I. LITTLEFORD, Ondervoorsitter.

W. B. FLOWERS & COMPANY INC., Sekretaris.

AANHANGSEL A

MAANDELIKSE OPGAWE VAN ARBEIDSKRAGTE EN HEFFINGS

[Moet aan die einde van elke maand voorgelê word aan die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg), Posbus 4172, Johannesburg, 2000.]

Naam van firma.....	Adres.....	Maand
Opgawe vir die maand.....	19.....	

IN DIENS GENEEM EN ONTSLAAN

Diens-sertifi- kaat No.	Pas No.	Naam van werk- nemer	Beroep	Loon	Datum in diens geneem	Datum ontslaan

WERKNEMERS WAT HEFFINGS MOET BETAAL

Getal volgens jongste
opgawe.....
Plus: Getal in diens ge-
neem.....

Totaal.....

Min: Getal ontslaan....

Getal op die datum van
hierdie opgawe.....

WERKNEMERS SE SKAAL VAN BYDRAES

Arbeiders..... 4c per week.

Alle ander werk-
nemers..... 5c per week.

WERKGEWER SE BYDRAE

Ekwivalente bedrag

HEFFINGS BETAALBAAR

Getal werknemers		Week eindi- gende	Aftrekkings*		Werk- nemers se bydraes	Werk- gewer se bydraes	Totaal	
Teen 4c	Teen 5c		Teen 4c per week	Teen 5c per week				
					R c	R c	R c	

Hierby tjek..... R.....

* Kyk klousule 18 van die Ooreenkoms.

23. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises where it may easily be read by his employees, a copy of this Agreement in the form prescribed by the regulations under the Act.

24. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of the employers and employees who are members of the employers' organisation and trade union, respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

Signed at Johannesburg this 31st day of October 1978 on behalf of the parties.

R. A. H. BENNETT, Chairman.

I. LITTLEFORD, Vice-Chairman.

W. B. FLOWERS & COMPANY INC., Secretaries.

ANNEXURE A

MONTHLY LABOUR AND LEVIES RETURN

[To be submitted at the end of each month to the Industrial Council for the Sweetmaking Industry (Johannesburg), P.O. Box 4172, Johannesburg, 2000.]

Name of firm..... Address..... Month of
Return for the month of..... 19.....

ENGAGEMENTS AND DISCHARGES

Certifi- cate of service No.	Pass No.	Name of em- ployee	Occu- pation	Wage	Date of enga- ment	Date of dis- charge

EMPLOYEES LIABLE FOR LEVIES

Number as per last re-
turn.....

Add: Engagements.....

Total.....

Less: Discharges.....

Number at date of this
return.....

EMPLOYEES' SCALE OF CONTRIBUTIONS

Labourers..... 4c per week.

All other em-
ployees..... 5c per week.

EMPLOYER'S CONTRI-
BUTION

A like amount

LEVIES PAYABLE

Number of employees		Week ending	Deductions*		Em- ployees' contri- butions	Em- ployers' contri- butions	Total
At 4c	At 5c		At 4c per week	At 5c per week			
					R c	R c	R c

Cheque herewith..... R.....

* Vide clause 18 of the Agreement.

OPMERKINGS

1. Beroep beteken die soort werk wat deur die werknemer gedoen word, bv. indoping, verpakking, meng, ens.
2. Die oorspronklike opgawe moet aan die Sekretaris van die Raad gestuur word. Die duplikaat moet gehou word vir voorlegging by latere inspeksies.
3. As daar te min ruimte op hierdie vorm is, verskaf asseblief aanvullende getikte lyste.
4. Volledige lyste van werknemers moet slegs by die eerste indiening van hierdie vorm verskaf word.
5. Die daaropvolgende lyste hoef alleen die getalle in diens geneem en ontslaan te meld.

AANHANGSEL B

**NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID (JOHANNESBURG)**

(Geregistreer kragtens die Wet op Nywerheidsversoening, 1956)

Posbus 4172
Johannesburg, 2000

DIENSSERTIFIKAAT

Naam van werkgever.....
 Volle naam van werknemer.....
 Beroep..... Pas No.....
 Indien werknemer ongekwalifiseer is, meld totale getal voltooië maande ondervinding in huidige beroep in die Nywerheid as geheel: .. maande.
 Datum in diens getree.....
 Datum van diensbeëindiging.....
 Loon by uitdienstreding: Loon: R.....
 Verlofgeld betaal: R..... vir..... dae verlof.
 Laaste verhogingsdatum.....
 Nommer van sertifikaat van laaste werkgever.....
 Getal dae siekteverlof met besoldiging vanaf 1 Januarie 19..... tot op die datum van hierdie sertifikaat.....

Handtekening van werknemer..... Handtekening van werkgever.....
 Datum van uitreiking..... No.....

AANHANGSEL C

**NYWERHEIDSRAAD VIR DIE LEKKERGOED-
NYWERHEID (JOHANNESBURG)**

KENNISGEWING VAN DIENSBEËINDIGING

Aan.....
 Hierby gee ek een week kennis [wat loop van.....
 (dag van die week) die..... van..... 19.....]
 van my/u diensbeëindiging.

Handtekening

Datum.....
 Handtekening van ontvanger.....
 As ontvanger se handtekening nie verkry kan word nie, meld redes.....

No. R. 616 30 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956

**LEKKERGOEDNYWERHEID, JOHANNESBURG.
—VOORSORGFONDSOORENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, met ingang van 13 Junie 1979 en vir die tydperk wat op 12 Junie 1984 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5, met ingang van 13 Junie 1979 en vir die tydperk wat op

NOTES

1. Occupation means the type of work performed by employee, e.g. dipping, packing, mixing, etc.
2. The original return should be forwarded to the Secretary of the Council. The duplicate copy must be retained for production at subsequent inspections.
3. If insufficient space is provided on the form, please submit supplementary typed lists.
4. Full lists of employees are required on the first submission of this form only.
5. Subsequent lists merely to indicate engagements and discharges.

ANNEXURE B

**INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)**

(Registered under the Industrial Conciliation Act, 1956)

P.O. Box 4172
Johannesburg, 2000

CERTIFICATE OF SERVICE

Name of employer.....
 Full name of employee.....
 Occupation..... Pass No.....
 If employee is unqualified, state total completed months of experience in present occupation in the Industry as a whole..... months.
 Date service commenced.....
 Date service terminated.....
 Rate of pay at time of leaving: Wage: R.....
 Leave pay paid: R..... for..... days' leave due.
 Date of last increase.....
 Number of certificate produced by employee from last employer.....
 Number of days paid sick leave during period 1 January 19..... to the date of this certificate.....

Employee's signature..... Employer's signature.....
 Date of issue..... No.....

ANNEXURE C

**INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY (JOHANNESBURG)**

NOTICE OF TERMINATION OF EMPLOYMENT

To.....
 I hereby tender one week's notice [commencing on.....
 (day of week) the..... of..... 19.....],
 to terminate my/your employment.

Date..... Signature.....
 Signature of recipient.....
 If signature of recipient cannot be obtained, state reasons.....

No. R. 616 30 March 1979

INDUSTRIAL CONCILIATION ACT, 1956

**SWEETMAKING INDUSTRY, JOHANNESBURG.
—PROVIDENT FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweetmaking Industry, shall be binding, with effect from 13 June 1979 and for the period ending 12 June 1984, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 5, shall be binding, with effect from 13 June 1979 and

12 Junie 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5, met ingang van 13 Junie 1979 en vir die tydperk wat op 12 Junie 1984 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

DIE NYWERHEIDSRAAD VIR DIE LEKKERGOEDNYWERHEID, JOHANNESBURG.—VOORSORGFONDSOOREENKOMS

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Johannesburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Lekkergoednywerheid nagekom word—

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

(2) in die landdrostdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermenskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrostdistrik Roodepoort geval het, uitgesonderd daardie gedeeltes wat ingevolge Goewermenskennisgewing 1618 van 2 Oktober 1970 vanaf die landdrostdistrik Roodepoort, Kempton Park en Germiston oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermenskennisgewing 871 van 26 Mei 1972 vanaf die landdrostdistrik Kempton Park oorgeplaas is) en in daardie gedeeltes van die landdrostdistrikte Kempton Park en Randburg wat, onderskeidelik, voor die publikasie van Goewermenskennisgewing 553 van 29 Maart 1956 en voor 1 Januarie 1975 (Goewermenskennisgewing 2152 van 22 November 1974), binne die landdrostdistrik Johannesburg geval het.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Johannesburg;

"bedryfsinrigting" enige perseel in of in verband waarmee die Lekkergoednywerheid uitgeoefen word;

for the period ending 12 June 1984, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from 13 June 1979 and for the period ending 12 June 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 5, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY, JOHANNESBURG. — PROVIDENT FUND AGREEMENT

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweetmaking Industry, Johannesburg.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Sweetmaking Industry—

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

(2) in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort, excluding those portions which were, in terms of Government Notice 1618 of 2 October 1970, transferred from the Magisterial Districts of Roodepoort, Kempton Park and Germiston, and excluding, those portions which were in terms of Government Notice 871 of 26 May 1972, transferred from the Magisterial District of Kempton Park) and in those portions of the Magisterial Districts of Kempton Park and Randburg which, prior to the publication of Government Notice 553 of 29 March 1956, and prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), respectively, fell within the Magisterial District of Johannesburg.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years, 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;

"Council" means the Industrial Council for the Sweetmaking Industry, Johannesburg;

"establishment" means any premises in or in connection with which the Sweetmaking Industry is carried on;

"ondervinding" die totale tydperk of tydperke wat 'n werknemer voor of na die inwerkingtredingsdatum van hierdie Ooreenkoms in die Lekkergoednywerheid werksaam was;

"Fonds" die Voorsorgfonds in klousule 4 (1) van hierdie Ooreenkoms bedoel;

"FondswEEK" 'n week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag die daaropvolgende Vrydag of Saterdag;

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

"benoemde" iemand deur 'n lid aangewys aan wie alle bystand wat aan sodanige lid by sy dood toeval, betaal moet word;

"oorspronklike fonds" die Voorsorgfonds ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 477 van 29 Maart 1957;

"aftree-ouderdom" die ouderdom van 60 jaar;

"Sekretaris" die Sekretaris van die Raad en omvat dit ook enige beampte wat aangestel word om die Sekretaris te help.

"Lekkergoednywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as fabriek geag word en omvat dit—

(a) die vervaardiging van enige produk of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit gedoen word deur die werkgewers en werknemers wat lekkergoed vervaardig; en

(b) alle bedrywighede en werksaamhede, van enigeen van die werkgewers van sulke werknemers, wat gepaard gaan met of voortspruit uit die vervaardiging van lekkergoed of die produkte of bestanddele.

4. VOORSORGFONDS

(1) (a) Die Fonds bekend as die Voorsorgfonds vir die Lekkergoednywerheid, Johannesburg (hierna die "Fonds" genoem), wat ingestel is by Goewermentskennisgewing R. 625 van 18 April 1969 met die doel om die bystand in hierdie Ooreenkoms voorgeskryf aan lede te verskaf, word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) bydraes wat ooreenkomstig hierdie klousule in die Fonds gestort word;

(ii) rente verkry uit die belegging van geld van die Fonds;

(iii) ander bedrae waarop die Fonds geregtig mag word;

(iv) dié geld wat die werknemers wat lede van die oorspronklike fonds was, vrywillig in die Fonds gestort het.

(2) Die Fonds word beheer deur 'n bestuurskomitee wat van tyd tot tyd uit die verteenwoordigers van die Raad en hul plaasvervangers saamgestel word. Die Bestuurskomitee moet 'n voorsitter en ondervoorsitter uit sy lede kies en moet sy eie reëls van prosedure voorskryf. Indien die Bestuurskomitee om enige rede nie in staat is om sy pligte te vervul nie moet die Raad daardie pligte vervul en die bevoegdhede daarvan uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls betreffende die administrasie van die Fonds te maak, te wysig en te verander.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om geld wat oorbly nadat aan lopende eise voldoen is, te belê soos in subklousule (7) (b) gemeld. Die Bestuurskomitee het die bevoegdheid om 'n openbare rekenmeester, 'n aktuaris, 'n sekretaris en personeel ooreenkomstig die bepalinge en op die voorwaardes wat hy geskik ag, aan te stel en om sulke aanstellings te wysig.

(5) Bydraes.—(a) Alle werknemers vir wie lone voorgeskryf word in 'n geldende 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 'n totaal van minstens ses maande ondervinding in die Nywerheid het, word lede van die Fonds en dra per week op onderstaande grondslag by:

Ketelbediener.....	4c
Chauffeur.....	
Kleedkamerversorger.....	
Arbeider.....	
Bediener van mobiele hystoestel, ongekwalifiseer.....	5c
Wag.....	
Motorvoertuigdrywer, deelyds.....	
Bediener van mobiele hystoestel, gekwalifiseer.....	

"experience" means the total period or periods of employment whether prior or subsequent to the date on which this Agreement came into force, which an employee has had in the Sweetmaking Industry;

"Fund" means the Provident Fund referred to in clause 4 (1) of this Agreement;

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

"member" or "member of the 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 death shall be paid;

"original fund" means the Provident Fund established in terms of the Agreement published under Government Notice 477 of 29 March 1957;

"retiral age" means the age of 60 years;

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

"Sweetmaking Industry" or "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 factories for the purposes of the Factories, Machinery and Building Works 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 activities and 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.

4. PROVIDENT FUND

(1) (a) The Fund established under Government Notice R. 625 of 18 April 1969 and known as the Provident Fund for the Sweetmaking Industry, Johannesburg (hereinafter referred to as the "Fund"), the purpose of which shall be to provide members with the benefits prescribed in this Agreement, is hereby continued.

(b) The Fund shall consist of—

(i) contributions paid into the Fund in accordance with this clause of the Agreement;

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

(iii) any other sums to which the Fund may become entitled;

(iv) such moneys as the employees who were members of the original fund paid voluntarily into the Fund.

(2) The Fund shall be under the control of a Management Committee comprising the representatives of the Council from time to time and their alternates. 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 subclause (7) (b). The Management Committee shall have the power to appoint a public accountant, 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 per week:

Boiler attendant.....	4c
Chauffeur.....	
Cloakroom attendant.....	
Labourer.....	
Mobile hoist operator, unqualified.....	5c
Watchman.....	
Part-time driver of a motor vehicle.....	
Mobile hoist operator, qualified.....	

Fabrieksklerk, ongekwalifiseer.....	6c
Motorvoertuigdrywer.....	
Werknemer graad I, ongekwalifiseer.....	
Werknemer graad II, ongekwalifiseer.....	
Fabrieksklerk, gekwalifiseer.....	13c
Assistent-versendingsklerk.....	
Versendingsklerk, vrou.....	
Assistent-voorman, vrou.....	
Voorman, vrou.....	17c
Assistent-voorman, man.....	
Groepleier.....	
Werknemer graad I, gekwalifiseer.....	
Werknemer graad II, gekwalifiseer.....	17c
Faktotum.....	
Assistent-magasyman.....	
Lekkergoedmaker, ongekwalifiseer.....	
Welsynsbeampte.....	17c
Ambagsman.....	
Versendingsklerk, man.....	
Voorman, man.....	
Magasyman.....	17c
Lekkergoedmaker, gekwalifiseer.....	

Factory clerk, unqualified.....	6c
Driver of a motor vehicle.....	
Grade I employee, unqualified.....	
Grade II employee, unqualified.....	
Factory clerk, qualified.....	13c
Assistant despatch clerk.....	
Despatch clerk, female.....	
Assistant foreman, female.....	
Foreman, female.....	13c
Assistant foreman, male.....	
Group leader.....	
Grade I employee, qualified.....	
Grade II employee, qualified.....	17c
Handyman.....	
Assistant storeman.....	
Sweetmaker, unqualified.....	
Welfare officer.....	17c
Artisan.....	
Despatch clerk, male.....	
Foreman, male.....	
Storeman.....	17c
Sweetmaker, qualified.....	

(b) Elke werkgever moet op elke betaaldag 'n bedrag, ooreenkomstig klousule 4 (5) (a), van die loon van elkeen van sy werknemers wat lid van die Fonds is, aftrek, en by die totale bedrae aldus afgetrek moet hy 'n gelyke bedrag voeg en hierdie totale bedrag, saam met 'n staat in die vorm van die Aanhangel hiervan, moet voor of op die 15de dag van die daaropvolgende maand aan die Sekretaris of sodanige ander plek as wat die Bestuurskomitee mag vasstel, gestuur word.

Dit is die werkgever se verantwoordelikheid om te verseker 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 vir sy eie sowel as vir die werknemer se bydraes.

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

(d) As 'n lid met verlof is, met volle besoldiging of minder as volle besoldiging, moet daar met sowel sy eie bydraes as dié van sy werkgever voortgegaan word.

(e) Wanneer 'n lid korttyd werk, moet daar sowel met sy eie bydrae as dié van sy werkgever ooreenkomstig paragraaf (a) hiervan voortgegaan word.

(f) As 'n lid gedurende die Fondswaek vir meer as een werkgever in die Nywerheid werk, moet die werkgever by wie hy laaste gelurende sodanige week in diens was sowel sy eie bydrae as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en kan hy die bydrae wat deur die lid betaalbaar is, van sy verdienste aftrek soos in subklousule (5) (b) bepaal; geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie.

(g) 'n Werkgever mag nie die hele of 'n deel van sy eie bydrae van die verdienste van sodanige lid aftrek of enige vergoeding ten opsigte van sodanige bydrae van die lid ontvang nie.

(h) As 'n bydrae per abuis in die Fonds inbetaal word, is die Fonds nie aanspreeklik om dit na 'n tydperk van ses maande na sodanige inbetaling terug te betaal nie.

(i) As bystand per abuis aan 'n lid betaal word omdat hy bydraes wat nie betaalbaar was nie aan die Fonds betaal het, kan die Bestuurskomitee die bedrag van die betaalde bystand soos volg aftrek:

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

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

(j) 'n Lid wat na die Nywerheid terugkeer nadat hy dit verlaat en die bystand ooreenkomstig subklousule (6) (a) hiervan ontvang het, word by die voorlê van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die Fonds toegelaat, maar word vanaf die datum van hertoelating as 'n nuwe lid geag: Met dien verstande dat as hy die volle bedrag wat hy by verlaten van die Nywerheid ontvang het, aan die Fonds in kontant terugbetaal, die Bestuurskomitee die bevoegdheid het om hom weer op te neem met krediet vir die tydperk van sy vorige lidmaatskap: Voorts met dien verstande dat hy nie na 'n afwesigheid van ses maande uit die Nywerheid op hertoelating met krediet vir sy vorige bydraes geregtig is nie.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie die bystand ooreenkomstig subklousule (6) ontvang het nie, doen onmiddellik afstand van enige reg op die bystand wat hy sou ontvang het as hy nie weer in diens geneem was nie, en kry krediet vir sy vorige tydperk van lidmaatskap.

(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 15th day of the following month, the total sum to the Secretary, or to such other place as the Management Committee may determine, together with a statement in accordance with the Annexure hereto.

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

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

(f) 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 contribution and that due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in subclause (5) (b) and no further contributions shall be payable by or in respect of such member in respect of that week.

(g) 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 contribution.

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

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

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

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

(j) Any member who re-enters, the Industry after having left and received benefit in terms of subclause (6) (a) hereof shall on production of evidence of previous membership of the Fund forthwith be re-admitted to membership but shall be regarded as a new member as from the date of re-admission: 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 power to reinstate him with credit for his previous period of membership: Provided further that he shall not be entitled to re-admission with credit for his previous contributions after an absence of six months from the Industry.

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

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

(i) Indien die totale getal van sy bydraes hoogstens 104 is, die totale bedrag wat hy bygedra het;

(ii) indien die totale getal van sy bydraes meer as 104 maar hoogstens 156 is, die totale bedrag wat hy bygedra het, plus 15 persent daarvan;

(iii) indien die totale getal van sy bydraes meer as 156 maar hoogstens 208 is, die totale bedrag wat hy bygedra het, plus 30 persent daarvan; en

(iv) vir elke 52 bydraes 'n addisionele 15 persent;

tot 'n maksimum van 375 persent: Met dien verstande dat die Bestuurskomitee, as lede dit verkies, geld wat aan lede verskuldig is oor 'n tydperk van hoogstens ses kalendermaande in paaiemente kan betaal.

(b) As 'n lid die Nywerheid by of na bereiking van die aftree-ouderdom verlaat, of as 'n lid verplig is om weens onvermoë om te werk af te tree voordat hy aftree-ouderdom bereik en die Bestuurskomitee daarvan oortuig is dat hy geheel en al nie in staat is om in die Nywerheid 'n bestaan te maak nie, en mits die totale getal van sy eie bydraes in beide gevalle 520 of meer is, moet die Fonds aan sodanige lid die bystand betaal waarvoor in paragraaf (a) voorsiening gemaak word, of voordele gelykstaande met sy eie en die werkgewer se bydraes, naamlik die grootste bedrag, plus 5 persent, bereken net volgens sy eie bydraes vir elke voltooide 52 bydraes deur hom betaal.

Indien die totale getal bydraes van sodanige lid minder as 520 is, is hy net geregtig op betaling ingevolge paragraaf (a) hiervan.

(c) Indien bevredigende bewys van 'n lid se afsterwe aan die Bestuurskomitee gelewer word, moet die Fonds die bystand waarvoor in paragraaf (a) voorsiening gemaak word, of 'n globale bedrag gelyk aan die lid se eie en die werkgewer se bydraes, naamlik die grootste bedrag, betaal aan 'n persoon wat deur die lid voor sy dood benoem is, of in die boedel van die gestorwe lid stort. Ingeval die benoemde persoon voor die tyd wanneer die bystand betaalbaar is, te sterwe kom, word sodanige bystand in die boedel van die afgestorwe lid inbetaal. As die benoemde 'n minderjarige is, betaal die Bestuurskomitee die bystand aan sodanige minderjarige se wetlike voog: Met dien verstande egter dat, as die lid ten tyde van afsterwe 156 of meer bydraes gemaak het, die Fonds, benewens die bystand in hierdie paragraaf genoem, R100 moet betaal.

Na soortgelyke bewys van die dood van 'n werknemer wat sy diens verlaat en bystand uit die Fonds ontvang het, moet die Fonds aan 'n benoemde, of in die afgestorwe lid se boedel soos bepaal in voorafgaande paragraaf, die verskil betaal, as daar een is, tussen die totale bedrag, bereken ooreenkomstig subklousule 4 (6) (a) of (b), en die bedrae wat reeds aan die afgestorwe lid betaal is.

Die Bestuurskomitee moet skriftelik in kennis gestel word van die aanstelling van 'n benoemde, van 'n verandering ten opsigte van sodanige aanstelling en van die adres van die benoemde. Indien 'n afgestorwe lid versuim het om ingevolge hierdie subklousule die naam en adres van die persoon wat hy benoem aan die Bestuurskomitee te verstrek, moet enige bystand wat ingevolge hierdie subklousule aan hom verskuldig is, in die boedel van die afgestorwe lid inbetaal word, of in die geval van Swartes, aan die Kommissaris ten behoeve van die boedel.

(d) Wanneer 'n lid wat 520 bydraes betaal het die Nywerheid verlaat, moet aan hom 'n bonus, soos hieronder uiteengesit, betaal word vir elke 52 voltooide bydraes deur hom betaal, bereken volgens die skaal waarop hy bygedra het.

Bydrae per week	Bonus
c	R
4	2,40
5	3,00
6	3,50
13	7,50
17	10,00

Ingeval die lid se bydraes gewissel het, moet die bydrae vir die grootste getal weke in die 52 weke onmiddellik voor die datum waarop hy die Nywerheid verlaat, geag word die bydrae te wees wat die betaalbare bonus bepaal.

Afgesien van die datum waarop hierdie Ooreenkoms in werking tree, is die bonus betaalbaar aan alle werknemers wat daarvoor kwalifiseer en wat die Nywerheid na 31 Desember 1967 verlaat het.

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

(i) If the total number of his contributions does not exceed 104, the total amount contributed by him;

(ii) if the total number of his contributions exceeds 104 but does not exceed 156, the total amount contributed by him, plus 15 per cent thereof;

(iii) if the total number of his contributions exceeds 156 but does not exceed 208, the total amount contributed by him, plus 30 per cent thereof; and

(iv) for each succeeding 52 contributions, an additional 15 per cent;

with a maximum of 375 per cent: Provided that the Management Committee may pay moneys due to members in instalments over a period not exceeding six calendar months should members so desire.

(b) If a member leaves the Industry on or after reaching retiral age, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age and the Management Committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry and provided that in either event the total number of his own contributions is 520 or more, the Fund shall pay such member the benefits provided in paragraph (a) or benefits equal to his own and the employer's contributions, whichever is the greater, plus 5 per cent calculated on his own contributions only, for every completed 52 contributions made by him.

Should the total number of contributions of such a member be less than 520 then he shall be entitled only to payment in terms of paragraph (a) hereof.

(c) On proof, satisfactory to the Management Committee, of the death of a member the Fund shall pay the benefits provided in paragraph (a) or a lump sum equal to his own and the employer's contributions, whichever is the greater, 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: Provided, however, that if the member had made 156 or more contributions at the time of his death, the Fund shall pay R100 in addition to the benefits stated in this paragraph.

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

The Management Committee shall be advised, in writing, of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the Management Committee, in writing, of the name and address of his nominee in terms of this subclause any benefit due in terms of this subclause shall be paid into the estate of such deceased member, or in regard to Blacks, to the Commissioner for the benefit of the estate.

(d) A member who has made 520 contributions when he leaves the Industry, shall be paid a bonus as set out below for every 52 completed contributions made by him, according to his rate of contribution:

Contribution per week	Bonus
c	R
4	2,40
5	3,00
6	3,50
13	7,50
17	10,00

In the event of the member's contribution having varied, the contribution made for the greatest number of weeks in the 52 weeks immediately prior to the date of his leaving shall be the contribution determining the bonus payable.

Notwithstanding the date of the coming into operation of this Agreement, the bonus shall be payable to all employees who qualify for the bonus and who left the Industry after 31 December 1967.

Die bonus is betaalbaar slegs ses maande nadat die werknemer uit die diens van die Nywerheid getree het, maar as 'n lid te sterwe kom, is dit onmiddellik betaalbaar.

(e) Indien 'n lid bystand ontvang het wat hom ingevolge hierdie Ooreenkoms nie toekom nie en die saak nie behandel word soos in subklousule (5) (i) voorgeskryf, nie, is hy aanspreeklik om die bedrag wat op hierdie manier ontvang is, aan die Fonds terug te betaal: Met dien verstande dat, indien die Bestuurskomitee meen dat dit onbillik sal wees om in 'n besondere geval terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke kan eis dat 'n kleiner bedrag terugbetaal word of die lid van terugbetaling van die hele bedrag kan vryskeld.

(f) Behoudens hierdie subklousule, kan geen bystand of reg op bystand oorgemaak, oorgedra of op enige ander wyse geseed, verpand of verbind word nie; ook is geen bydrae wat deur of namens 'n lid gemaak word, onderworpe aan beslaglegging of aan enige vorm van eksekusie kragtens 'n vonnis of 'n bevel van 'n geregshef nie, en as 'n lid 'n poging aanwend om bystand of reg op bystand oor te maak, oor te dra, of op 'n ander wyse te seeder, te verpand of te verbind, kan die betaling van die bystand weerhou of tydelik of geheel en al gestaak word, indien die Bestuurskomitee aldus besluit.

(g) Niks in hierdie Ooreenkoms raak op enige wyse die reg van 'n lid of sy afhanklikes om skadevergoeding te eis vir werkmanne wat beseer of gedood word weens 'n ongeval wat voortspruit uit, of wat plaasvind gedurende hul diens nie, en die bedrag ooreenkomstig hierdie subklousule betaalbaar, mag nie weens 'n betaling wat kragtens sodanige wet gedoen mag word, verminder word nie.

(h) By toelating tot die Fonds moet die lid 'n geboortsertifikaat of 'n ander bewys van ouderdom indien wat die Bestuurskomitee as bevredigend ag.

Indien enige verskuldigde en betaalbare bystand, uitgesonderd dié aan 'n benoemde aangestel ingevolge paragraaf (c) van hierdie subklousule, nie binne twee jaar na die vervaldatum daarvan geëis word nie, moet die Bestuurskomitee binne drie maande na afloop van genoemde tydperk van twee jaar, in twee uitgawes van 'n plaaslike Engelse en 'n plaaslike Afrikaanse dagblad, met tussenposes van drie agtereenvolgende weke, 'n kennisgewing laat publiseer waarin vermeld word dat 'n lys van alle persone wat nie hul bystand binne die tydperk van twee jaar hierbo genoem geëis het nie, ter insae lê op die kantore van die Raad en van die vakvereniging wat 'n party by die Ooreenkoms is, en waarin alle belanghebbende persone versoek word om eise om sodanige bystand binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die kennisgewing in te dien, en om volle besonderhede te verstrek van die gronde waarop sodanige eis ingestel word.

Die Bestuurskomitee moet op die volgende vergadering na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg, en aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskryf, die bedrag (maar hoogstens die volle bystand wat aan die lid verskuldig is) wat hy dienstig ag, min die advertensiekoste, betaal; indien geen eis deur of namens die persoon wie se naam op die lys voorkom, ingestel word nie, word enige bystand wat aan hom verskuldig is, aan die Fonds verbeur: Met dien verstande egter dat die Bestuurskomitee 'n eis wat 'n werknemer na die verstryking van die gemelde tydperk mag instel, moet oorweeg en na goedvinde 'n *ex gratia*-bedrag uit die fondse van die Voorsorgfonds aan sodanige werknemer kan betaal. Die sekretaris moet aan genoemde vakvereniging die lys stuur wat hierin genoem word, en die naam en die laaste bekende werkplek van die lid en die verskuldigde bystand moet in die lys gemeld word.

(i) 'n Werknemer wat lid van die oorspronklike fonds was en wat ooreenkomstig subklousule (1) (b) (iv) vrywillig 'n bedrag in die Fonds gestort het, moet gekrediteer word met bydraes wat die ekwivalent is van die bedrag aldus gestort, asof hy sodanige bydraes aan dié Fonds betaal het.

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

(b) Alle geld wat nie gebruik word om lopende betalings te dek nie, moet belê word in—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van 'n plaaslike bestuur;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of

The bonus shall be payable only six months after the employee leaves the Industry, save that in the case of the death of a member it shall be paid immediately.

(e) If a member has received benefit to which he is not entitled under the provisions of this Agreement and the matter is not dealt with in the manner set out in subclause (5) (i), 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 if may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(f) Save as is provided in this subclause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged 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.

(g) 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 subclause shall not be reduced by reason of any payment that may be made under any such law.

(h) 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 paragraph (c) of this subclause, is not claimed within two years of the due date thereof, the Management Committee shall within three months of the expiration of the said period of two years, cause to be published in two issues of a local English language and a local Afrikaans language daily newspaper, at intervals of three consecutive weeks, a notice stating that a list of all persons who have not claimed their benefits within the period of two 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 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 members, 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 benefit due to him shall be forfeited to the Fund: Provided, however, that the Management Committee shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the funds of the Provident Fund to such employee. 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.

(i) An employee who was a member of the original fund and who paid any money voluntarily into the Fund in terms of subclause (1) (b) (iv) shall be credited with contributions equivalent to moneys so paid in as though such contributions had been paid by him into this Fund.

(7) *Finance*.—(a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies or 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 in—

- (i) stock of the Government of the Republic of South Africa of Local Government stock;
- (ii) National Savings Certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in building societies or banks; or

(v) op enige ander wyse wat die Nywerheidsregistrator goedgekeur;

na goedvinde van die Bestuurskomitee wat dié beleggings kan verander soos hulle van tyd tot tyd mag vasstel.

(8) 'n Aktuaris moet op dié tye wat die Bestuurskomitee na goedvinde mag vereis, 'n ondersoek instel na die Fonds en 'n waardering van die Fonds se laaste opstel en verslag aan die Bestuurskomitee daaroor doen en aanbevelings doen vir die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele bystand.

(9) Indien die Bestuurskomitee dit goedvind kan hy 'n bonus verklaar, gegrond op die aanbevelings van die aktuaris, en 'n bonus wat aldus verklaar word, moet in die bydraers se rekenings gestort word en is terselfdertyd as en benewens die bystand voorgeskryf in subklousule (6) aan sodanige lede betaalbaar, of as hy dit dienstig ag, 'n geldelike reserwe skep vir die betaling van addisionele bystand aan lede wat ooreenkomstig subklousule (6) (b) verplig is om uit die Nywerheid te tree. Sulke addisionele bystand moet gegrond word op 'n formule wat deur die Raad goedgekeur word en in verhouding staan tot sodanige lid se dienstydsperk in die Nywerheid.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou doenlik na 31 Desember van elke jaar state op 'n geskikte wyse opstel wat die stand van die Fonds op daardie datum aantoon.

Die staat moet deur 'n openbare rekenmeester, wat die Bestuurskomitee moet aanstel, geouditeer en aan die Raad voorgelê word.

(b) Die geouditeerde, gekonsolideerde state en die openbare rekenmeester se verslag daaroor moet op die hoofkantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

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

(d) Die Bestuurskomitee moet so gou moontlik na 31 Desember van elke jaar 'n sertifikaat aan elke lid laat uitreik wat die totale bedrag wat hy op daardie datum bygedra het, aantoon. Enige lid wat die korrektheid daarvan wil betwis, moet dit binne 60 dae na die datum op die sertifikaat doen; daarna is die Bestuurskomitee nie verplig om dit te oorweeg nie.

(11) *Likwidasie.*—Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk weens tydverloop of weens 'n ander oorsaak en 'n later ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of ingeval die Raad nie die Fonds binne sodanige tydperk oordra na 'n ander fonds nie wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds ingestel is, moet die Fonds gelikwideer word asof al die lede die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Bestuurskomitee geadministreer word.

(12) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat as dan bestaan, aanhou om die Fonds te administreer, en die lede van die Komitee wat op daardie datum bestaan, word vir dié doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator gevul kan word uit die geledere van die werkgewers en die werknemers in die Nywerheid, na gelang van die geval, en wel op so 'n manier dat daar verseker word dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat dit na die mening van die Registrator ondoenlik of onwenslik maak om die Fonds te administreer, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Komitee. Indien daar by die verstryking van die Ooreenkoms geen Raad bestaan, moet die Komitee of die trustee of trustees, na gelang van die geval, die Fonds gelikwideer asof al die lede die Nywerheid verlaat het.

(13) By die likwidasie van die Fonds ingevolge subklousule (11) of (12) hierbo, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word, en as die sake van die Raad reeds gelikwideer en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(v) in any manner approved by the Industrial Registrar; at the discretion of the Management Committee, which may vary such investments as it may from time to time determine.

(8) An actuary 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 a 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 actuary, 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 subclause (6) 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 subclause (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 31 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 a public accountant appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the public accountant'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 within three months of the close of the period covered thereby.

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

(d) The Management Committee shall cause to be issued as soon as possible after 31 December each year a certificate to each member reflecting the aggregate amount contributed by him up to that date. Any member wishing to dispute the correctness thereof shall do so within 60 days of the date of the certificate after which the Management Committee shall not be obliged to consider it.

(11) *Liquidation.*—In the event of the expiration of this Agreement or any extension or renewal thereof by effluxion of time or any other cause and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiration or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated as though all members had left the Industry. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Management Committee.

(12) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall continue to administer the Fund and the members of the Committee existing at that date 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 equality of employer and employee representation on 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, who shall possess all the powers of the Committee for such purposes. If there is no Council in existence upon the expiration of the Agreement, the Fund shall be liquidated by the Committee or the trustee or trustees, as the case may be, as though all the members had left the Industry.

(13) Upon liquidation of the Fund in terms of subclause (11) or (12) above the moneys remaining to the creditor of the Fund, after the payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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 any person for any good or sufficient reason.

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

Signed at Johannesburg this 31st day of October 1978 on behalf of the parties.

R. A. H. BENNETT, Chairman.

I. LITTLEFORD, Vice-Chairman.

W. B. FLOWERS & COMPANY INC., Secretaries.

ANNEXURE

**SWEETMAKING INDUSTRY (JOHANNESBURG)
PROVIDENT FUND**

Employer..... Month..... 19.....

[illegible]

30 Maart 1979

No. R. 615

30 March 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

SWEETMAKING INDUSTRY, JOHANNESBURG

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Sweetmaking Industry, published under Government Notice R. 614 of 30 March 1979, 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.

S. P. BOTHA, Minister of Labour.

INHOUD

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